**Our Vision:** Being Minnesota's favorite place.
**Our Mission:** Serve well. Deliver value. Drive results.
**Our Values:** Be responsible. Treat people right. Build a better future.

# AGENDA

**Crow Wing County Board of Commissioners**
**Regular Meeting**

**02/10/2026**
**9:00 AM**
**County Board Room, 3rd Floor, Historic Courthouse, Brainerd MN**

*Note: Times are approximate

The agenda has been published as shown below but is subject to change to include such business as may come before the Board.

**ATTEND IN-PERSON OR BY MICROSOFT TEAMS (CALL 218-302-1725, CONFERENCE ID: 235 601 745#); LIVESTREAM AVAILABLE AT WWW.CROWWING.GOV OR ON THE CROW WING COUNTY YOUTUBE CHANNEL**

**ONE OR MORE MEMBERS OF THE COUNTY BOARD MAY ATTEND REMOTELY**

1. **9:00 AM Call to Order and Pledge of Allegiance**

2. **Open Forum**

3. **Review and Approve Minutes**

   3.1. 01/27/2026 Regular County Board Meeting Minutes

4. **Review and Approve Agenda**

5. **Consent Agenda - Items are generally defined as items of routine business, not requiring discussion, and approved in one vote. Commissioners may elect to pull a Consent Agenda item(s) for discussion and/or separate action.**

   5.1. Bills
   5.2. Personnel Actions
   5.3. Agreement with the Association of Minnesota Counties for Cyber Response
   5.4. 2026 Federal Recreational Trail Program Equipment Grant Application Brainerd Nordic Ski Club Equipment
   5.5. Withdraw Tracts on Available TF Land Sale List/Authorize Direct Sale to Brainerd HRA/Set

Sale Price

5.6. MnDOT Agreement No. 1061397 Bridge No. 18506 Replacement

6. **9:05 AM Public Hearing**

6.1. Public Hearing - Amend 2026 Crow Wing County Fee Schedule

7. **Administrative Services**

7.1. Resolution Amending The 2026 Crow Wing County Fee Schedule; Adding a Registration Fee for Cannabis Microbusiness, Cannabis Mezzobusiness, Cannabis Retailer, Medical Cannabis Combination Business, Or Lower-Potency Hemp

8. **Human Resources**

8.1. Labor Agreement - Teamsters General Local Union No. 346, Corrections and Dispatch Supervisory Unit

9. **County Sheriff**

10. **County Attorney**

11. **County Administrator**

11.1. Senior Management Team Report

12. **Additional Business**

13. **Adjournment**

**County Board Correspondence**

County Board Correspondence 02/10/2026

For more information, call 218-824-1067
Crow Wing County Board of Commissioners meeting agendas are available online at
www.crowwing.gov

# REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, February 10, 2026

| | |
|---|---|
| Administration | Amber Berent |
| ORIGINATING DEPARTMENT | PRESENTER |

AGENDA ITEM: 01/27/2026 Regular County Board Meeting Minutes

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

Approve the minutes of the January 27, 2026, regular County Board meeting.

Approximate length of presentation:

# Crow Wing County
# Board of Commissioners

## Regular Meeting Minutes

01/27/2026
9:00 AM

County Board Room, 3rd Floor, Historic Courthouse,
Brainerd MN

**ONE OR MORE MEMBERS OF THE COUNTY BOARD MAY ATTEND REMOTELY**

1. **9:00 AM Call to Order and Pledge of Allegiance**

Chair Franzen called the meeting to order at 9:00 AM and called for participation in the Pledge of Allegiance followed by a moment of silence.

Present: Paul Koering (remote), Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

Also Present: County Administrator Deborah A. Erickson, County Attorney Kelsey Hopps, Administrative Coordinator Amber Berent

2. **Open Forum**

Tim Quincer spoke to the Board regarding Section 287g and ICE Enforcement Cooperation.

3. **Review and Approve Minutes**

3.1 12/16/2025 Regular County Board Meeting Minutes - Amended

Approved the amended minutes of the December 16, 2025, regular County Board meeting.

3.2 12/30/2025 Regular County Board Meeting Minutes

Approved the minutes of the December 30, 2025, regular County Board meeting.

3.3 01/06/2026 Statutory, Organizational and Regular County Board Meeting Minutes

Approved the minutes of the January 6, 2026, statutory, organizational and regular County Board meeting.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Jon Lubke |
| **SECONDER:** | Jamie Lee |
| **AYES:** | Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee |

4. **Review and Approve Agenda**

Approved the agenda of the January 27, 2026, regular County Board meeting.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Steve Barrows |
| **SECONDER:** | Jon Lubke |
| **AYES:** | Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee |

5. **Consent Agenda - Items are generally defined as items of routine business, not requiring discussion, and approved in one vote. Commissioners may elect to pull a Consent Agenda item(s) for discussion and/or separate action.**

Approved the following consent agenda.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Paul Koering |
| **SECONDER:** | Steve Barrows |
| **AYES:** | Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee |

5.1 Bills

Approved the following expenditure listing for January 27, 2026, with the full listing available on file in the Office of the Administrative Services Director:

| | |
|---|---|
| General Fund | $792,605.69 |
| Restricted & Committed Funds | 188,550.85 |
| Highway Fund | 264,292.05 |
| Community Services Fund | 105,668.40 |
| Solid Waste (Non-Landfill) Fund | 14,718.04 |
| Land Management Fund | 13,937.97 |
| Unorganized Territories Fund | 70,429.46 |
| Capital Projects Fund | 435,600.81 |
| Landfill Fund | 19,360.22 |
| Child Protection | 4,288.52 |
| State of Emergency | 13,040.79 |
| | $1,922,492.80 |

5.2 Personnel Actions

Approved the Human Resource Report for Personnel Actions dated January 27, 2026, as on file.

5.3 Signature Resolution for 2026 Capital Projects for Airport Operations

Approved Resolution **2026-6** (attached): Signature Resolution for 2026 Capital Projects for Airport Operations.

5.4 Exempt Gambling Permit - NWTF Central MN Gobblers Chapter

Approved the Minnesota Lawful Gambling Application for an Exempt Permit for the NWTF Central MN Gobblers Chapter to be held on the date of March 27, 2026, at the Oak Lawn Tavern, Oak Lawn Township, subject to all State Laws and upon approval of said date, the applicant submitting a copy of reports required by the State.

5.5 Amendment #20 to Food Service Partnership Agreement

Approved Amendment Number 20 to the Food Service Partnership Agreement between Crow Wing County and Summit Food Service, LLC which extends the agreement for an additional year and increases the cost of inmate meals by 5%, effective February 1, 2026 through January 31, 2027, and the Chair and County Administrator are authorized to sign said amendment, subject to review as to form and execution by the County Attorney.

5.6 Criterion Pictures - Public Performance Licensing Agreement

Authorized entering into an agreement between Crow Wing County Sheriff's Office and Criterion Pictures USA for the public showing of certain films, effective March 1, 2026, and renewing annually until terminated. The Crow Wing County Sheriff is authorized to sign said agreement subject to the review and approval by the County Attorney.

5.7 Equitable Sharing Agreement and Certification for 2025

Approved the annual Equitable Sharing Agreement and Certification report for 2025 with the Federal Government for participation in the federal equitable sharing program to be eligible for a share of federal forfeitures related to criminal cases in which the Crow Wing County Sheriff's Office participated; and further, the County Sheriff and County Board Chair are authorized to sign said report, subject to review by the Administrative Services Director.

5.8 Request for Services Agreement for 2026 Ice Fishing Extravaganza

Authorized entering into an agreement between Crow Wing County and the Brainerd Jaycees for law enforcement services during the $150,000 Ice Fishing Extravaganza, effective January 31, 2026, and the Chair, County Administrator and County Sheriff are authorized to sign said agreement, subject to review as to form and execution by the County Attorney.

5.9 Award Contract No. 26005 for Project SAP 018-631-007

Authorized entering into a contract between Redstone Construction, LLC and Crow Wing County in the amount of $1,692,849.90 for Project SAP 018-631-007 (Replacement of Bridge 18506 on County State Aid Highway (CSAH) 31) and authorized the Chair of the County Board and County Administrator to sign said contract subject to review by the County Attorney.

5.10 MnDOT Cooperative Agreement No. 1061077

Approved Resolution **2026-7** (attached): Authorized the County Engineer to enter into Agreement No. 1061077 between Crow Wing County, the City of Brainerd and MnDOT.

5.11 Community Services Burial Policy Update

Approved the amended burial policy.

5.12 BLADE Coalition - Opioid Funding Allocation for treatment support fund

Approved allocation of $50,000 in opioid funds for a treatment support fund to assist individuals who are going in or coming out of treatment and may need assistance with transportation, housing, peer support, treatment expenses not covered by insurance, etc. This money will be allocated to the MH/SUD for tracking and use.

6. **Administrative Services**

6.1 Request Public Hearing to Amend the 2026 Fee Schedule to include a registration fee for cannabis microbusiness, cannabis mezzo business, cannabis retailer, medical cannabis combination business, and lower-potency hemp

Approved Resolution **2026-8** (attached): Request Public Hearing to Amend the 2026 Fee Schedule.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Steve Barrows |
| **SECONDER:** | Jon Lubke |
| **AYES:** | Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee |

7. **County Highway**

7.1 Federal BUILD Grant - MN 371 Baxter to Nisswa Corridor Improvements

Approved Resolution **2026-9** (attached); Authorize and direct the Crow Wing County Engineer to submit an application for up to 25 million dollars for the FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grants Program on behalf of all partner agencies, including MnDOT, Crow Wing County, the First Assessment District, and the cities of Baxter and Nisswa.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Steve Barrows |
| **SECONDER:** | Jon Lubke |
| **AYES:** | Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee |

8. **Land Services**

8.1 Advertise for Sealed Bids - 2026 Crow Wing County Landfill Construction

Approved Resolution **2026-10** (attached): Authorize the Land Services Director to Advertise a Sealed Bid for Crow Wing County Landfill Construction.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Steve Barrows |
| **SECONDER:** | Jamie Lee |
| **AYES:** | Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee |

9. **County Sheriff**

9.1 Resolution to Adopt the 2025 Crow Wing County Hazard Mitigation Plan

Approved Resolution **2026-11** (attached): Adopt the 2025 Crow Wing County Hazard Mitigation Plan

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Jon Lubke |
| **SECONDER:** | Jamie Lee |
| **AYES:** | Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee |

10. **County Attorney**

11. **County Administrator**

11.1 Senior Management Team Report

County Engineer Tim Bray provided an update on behalf of the Senior Management Team.

11.2 Sourcewell Board of Directors Nomination

Approved submitting a vote for Steve Barrows on behalf of Crow Wing County to the Sourcewell Board of Directors.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Jon Lubke |
| **SECONDER:** | Jamie Lee |
| **AYES:** | Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee |

11.3 Citizen Committee Appointments

The Chair made the following Citizen Committee Appointments:

**Personnel Board of Appeals:** (term ending 12/31/2028)
Kristi Westbrock

**Rollie Johnson Natural and Recreational Area JPB:** (term ending 01/31/2027)
Bob Sharenbrioch

**Community Health Services Advisory Committee:** (term ending 01/31/2028)
Ryan Cerney
Judith Piepgras
Edward Rosenbaum

**Planning Commission Board of Adjustment (PCBOA):** (term ending 01/31/2028)
Susan Maske
Andy Larson

**Natural Resources Advisory Committee (NRAC):** (term ending 01/31/2027)
Todd Skattum

**Natural Resources Advisory Committee (NRAC):** (term ending 01/31/2028)
Darrel Palmer

**Transportation Advisory Committee:** (term ending 01/31/2028)
Jon Auge
Shellie Wynn

**Crow Wing County HRA:** (term ending 12/31/2030)
Ben Wicklund

12. **Additional Business**

13. **Adjournment**

Adjourned the meeting at 9:48 AM.

| | |
|---|---|
| **RESULT:** | **ADJOURNED [UNANIMOUS]** |
| **MOVER:** | Steve Barrows |
| **SECONDER:** | Jon Lubke |
| **AYES:** | Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee |

_____ _____

Rosemary Franzen, Chair Deborah A. Erickson

Board of County Commissioners

County Administrator

Prepared by Amber Berent

## BOARD OF COUNTY COMMISSIONERS
## Crow Wing County, Minnesota

**DATE: January 27, 2026** **Resolution: 2026-6**
**OFFERED BY COMMISSIONERS: Koering and Barrows**
**AYES:** Koering, Lubke, Barrows, Franzen, Lee;

### SIGNATURE RESOLUTION FOR 2026 CAPITAL PROJECTS FOR AIRPORT OPERATIONS

BE IT RESOLVED that the Chair and/or Vice Chair of the Brainerd Lakes Regional Airport Commission is hereby authorized and directed to act as the authorized representative of the County of Crow Wing for all 2026 capital projects for airport operations, and the same is hereby authorized and directed to execute and affix his or her signature to any and all required documents pertinent thereto, and all amendments thereof.

***STATE OF MINNESOTA )***
***COUNTY OF CROW WING) ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on January 27, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 10th day of February, 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

## BOARD OF COUNTY COMMISSIONERS
## Crow Wing County, Minnesota

**DATE: January 27, 2026** **Resolution: 2026-7**
**OFFERED BY COMMISSIONERS: Koering and Barrows**
**AYES:** Koering, Lubke, Barrows, Franzen, Lee;

**RESOLUTION TO ENTER INTO MnDOT AGREEMENT No. 1061077 WITH THE STATE TRANSPORTATION DEPARTMENT FOR SIGNAL SYSTEM AND OTHER ASSOCIATED CONSTRUCTION UPON, ALONG AND ADJACENT TO TH 210 FROM 570 FEET WEST OF BAXTER DRIVE TO 720 FEET EAST OF PINE SHORES ROAD WITHIN CROW WING COUNTY**

WHEREAS, the State of Minnesota has moved forward with construction plans for TH 210 from 570 feet west of Baxter Drive and 720 feet east of Pine Shores Road, and

WHEREAS, the County will have cost sharing responsibilities at the signal system located at the intersection of TH 210, County State Aid Highway (CSAH) 45 and Gillis Avenue, and

WHEREAS, an agreement has been drafted identifying MnDOT to provide for providing the cost share and outlining maintenance responsibilities.

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners authorizes that Crow Wing County enter into MnDOT Agreement No. 1061077 with the State of Minnesota, Department of Transportation related to State Project Numbers 1805-80 (TH 210=002), 1806-84 (TH 210=002), 1811-36 (TH 25=018) and 108-090-003.

BE IT FURTHER RESOLVED that the County Engineer is authorized to execute the agreement and any amendments to the Agreement.

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***STATE OF MINNESOTA )***
***COUNTY OF CROW WING)*** ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on January 27, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 10th day of February 2026..

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

**BOARD OF COUNTY COMMISSIONERS**
**Crow Wing County, Minnesota**

**DATE: January 27, 2026** **Resolution: 2026-8**
**OFFERED BY COMMISSIONERS: Barrows and Lubke**
**AYES:** Koering, Lubke, Barrows, Franzen, Lee;

**RESOLUTION ESTABLISHING A PUBLIC HEARING FOR AMENDMENT TO THE 2026 CROW WING COUNTY FEE SCHEDULE; CONSIDERATION FOR ADDING A REGISTRATION FEE FOR CANNABIS MICROBUSINESS, CANNABIS MEZZOBUSINESS, CANNABIS RETAILER, MEDICAL CANNABIS COMBINATION BUSINESS, OR LOWER-POTENCY HEMP**

WHEREAS, Minnesota Statute 342.22, subd.2 allows a local unit of government to impose an initial retail registration fee and may also impose a renewal retail registration fee, sufficient to defray the costs incurred by it in reviewing, investigating, and administering an application, and;

WHEREAS, a change to the 2026 fee schedule requires a public hearing, preceded by a 10-day published notice per Minnesota Statute 462.353, and;

WHEREAS, Crow Wing County Board of Commissioners will consider an addition of up to a $500 registration fee for each initial registration and up to a $1000 annual renewal fee for each registration renewal, and;

WHEREAS, the Crow Wing County Board of Commissioners authorize the Administrative Services Director to review and approve or deny registration applications and collect the fees from applicants who meet the requirements of Minnesota Statute 342.22, and;

WHEREAS, at the public hearing, the Crow Wing County Board of Commissioners will hear testimony from the public to decide if the 2026 Crow Wing County Fee Schedule shall be amended to include a registration fee for cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, or lower-potency hemp, and;

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners authorizes the Adminitstrative Services Director to set a public hearing for consideration to amend the 2026 Crow Wing County Fee Schedule on Tuesday, February 10, 2026, at 9:05 a.m., at the County Board Room, 3rd floor of the Crow Wing County Courthouse, 326 Laurel Street, Brainerd, MN 56401.

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***STATE OF MINNESOTA )***
***COUNTY OF CROW WING) ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on January 27, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 10th day of February 2026..

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

## BOARD OF COUNTY COMMISSIONERS
## Crow Wing County, Minnesota

**DATE: January 27, 2026** **Resolution: 2026-9**
**OFFERED BY COMMISSIONERS: Barrows and Lubke**
**AYES:** Koering, Lubke, Barrows, Franzen, Lee;

**RESOLUTION AUTHORIZING CROW WING COUNTY TO SUBMIT AN APPLICATION FOR FEDERAL FISCAL YEAR 2026 BUILD GRANT FUNDS FOR THE IMPLEMENTATION OF SAFETY IMPROVEMENTS ON THE MN 371 CORRIDOR FROM BAXTER TO NISSWA**

WHEREAS, since 2023, Crow Wing County has collaborated with the Minnesota Department of Transportation (MnDOT) and the cities of Baxter and Nisswa in the development of a Trunk Highway (TH) 371 Corridor Plan; and

WHEREAS, the TH 371 Corridor Plan identifies a series of near-term, mid-term, and long-term strategies intended to address existing and future roadway safety needs, as well as anticipated development pressures, along the TH 371 corridor between Baxter and Nisswa; and

WHEREAS, the United States Department of Transportation has announced the availability of one point five billion dollars in funding through the Federal Fiscal Year 2026 Better Utilizing Investments to Leverage Development (BUILD) Grants Program, as established under the National Infrastructure Investments and Jobs Act; and

WHEREAS, the BUILD Grants Program provides competitive discretionary funding for surface transportation improvements of local, regional, or national significance, including highway and other roadway safety projects; and

WHEREAS, the near-term improvement strategies identified in the ongoing TH 371 Corridor Plan meet the eligibility requirements for consideration under the BUILD Grants Program; and

WHEREAS, the near-term strategies include, but are not limited to, the installation of vehicle channelization to improve sight distance, the removal of direct median access points, the consolidation of roadway access locations, and the implementation of intersection configurations designed to restrict high-risk vehicle movements that have contributed to serious injury and fatal crashes along the TH 371 corridor; and

WHEREAS, Crow Wing County agrees to serve as the applicant for up to twenty-five million dollars in BUILD Grant funding on behalf of MnDOT, the First Assessment District, the City of Baxter, and the City of Nisswa for the project known as the MN 371 Baxter to Nisswa Corridor Improvement Project; and

WHEREAS, the requested twenty-five million dollars would support additional planning activities, environmental documentation, right-of-way acquisition, engineering, and construction necessary to advance the project; and

WHEREAS, should BUILD Grant funds be awarded, Crow Wing County intends to transfer all proceeds to MnDOT, with the understanding that the financial benefits of the grant will be equitably applied to the respective cost obligations of each partner agency; and

WHEREAS, following the transfer of funds, MnDOT will serve as the lead agency for all subsequent phases of the project, including remaining planning, environmental review, right-of-way acquisition, engineering design, and construction; and

WHEREAS, it is anticipated that the requirement for partner agencies to provide local matching funds will be substantially reduced or eliminated due to portions of the project area being designated by the 2020 Census as an Area of Consistent Poverty, thereby making the project eligible for reduced or zero match; and

WHEREAS, any elements of the project determined to be ineligible for BUILD Grant funding shall be subject to MnDOT's cost participation policy in effect at the time of construction; and

WHEREAS, Crow Wing County acknowledges that it will be responsible for the ongoing ownership and proper maintenance of any project components transferred to the permanent jurisdiction of the County or the First Assessment District after project completion.

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners hereby authorizes and directs the Crow Wing County Engineer to submit an application for up to twenty-five million dollars under the Federal Fiscal Year

2026 Better Utilizing Investments to Leverage Development Grants Program on behalf of MnDOT, the First Assessment District, the City of Baxter, and the City of Nisswa for the purpose of advancing the near-term safety strategies identified in the Trunk Highway 371 Corridor Plan and the MN 371 Baxter to Nisswa Corridor Improvement Project.

BE IT FURTHER RESOLVED that, upon award of BUILD Grant funds, Crow Wing County shall transfer all proceeds to MnDOT, with the expectation that the financial benefits of the grant be equitably applied to each partner agency's respective obligation.

BE IT FURTHER RESOLVED that Crow Wing County shall meet its financial responsibilities for any portion of the project determined to be ineligible for BUILD Grant funding, consistent with MnDOT's cost participation policy then in effect.

BE IT FURTHER RESOLVED that Crow Wing County shall assume ownership and provide proper maintenance for all portions of the MN 371 Baxter to Nisswa Corridor Improvement Project transferred to the permanent jurisdiction of the County or the First Assessment District upon completion.

***STATE OF MINNESOTA )***
***COUNTY OF CROW WING)*** ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on January 27, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 10th day of February 2026..

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

## BOARD OF COUNTY COMMISSIONERS
## Crow Wing County, Minnesota

**DATE: January 27, 2026** **Resolution: 2026-10**
**OFFERED BY COMMISSIONERS: Barrows and Lee**
**AYES:** Koering, Lubke, Barrows, Franzen, Lee;

**ADVERTISE FOR SEALED BIDS – CROW WING COUNTY LANDFILL CONSTRUCTION**

WHEREAS that the Board of Commissioners of Crow Wing County, Minnesota, desires to complete construction at the Crow Wing County Landfill including placement of final closure of the east side of cells 3 & 4, the addition of a raincoat on the west side of cells 3 & 4, finalization of cell 6 and work in the leachate ponds including electrical and pond relining.

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners authorizes the Land Services Director to advertise for sealed bids for construction at the Crow Wing County Landfill.

***STATE OF MINNESOTA )***
***COUNTY OF CROW WING) ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on January 27, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 10th day of February 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

## BOARD OF COUNTY COMMISSIONERS
## Crow Wing County, Minnesota

**DATE: January 27, 2026** **Resolution: 2026-11**
**OFFERED BY COMMISSIONERS: Lubke and Lee**
**AYES:** Koering, Lubke, Barrows, Franzen, Lee;

**Resolution to Adopt the 2025 Crow Wing County Hazard Mitigation Plan**

WHEREAS, Crow Wing County recognizes the threat of natural hazards to people and property within Crow Wing County; and

WHEREAS, Crow Wing County has prepared a hazard mitigation plan, hereby known as the 2025 Crow Wing County Hazard Mitigation Plan in accordance with Federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2025 Crow Wing County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property within Crow Wing County from the impacts of future hazards and disasters; and

WHEREAS, by adoption by the Crow Wing County Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Crow Wing County Hazard Mitigation Plan, and

WHEREAS, approval of the 2025 Crow Wing County Hazard Mitigation Plan by the Federal Emergency Management Agency (FEMA) will make Crow Wing County and participating jurisdictions eligible to apply for FEMA Hazard Mitigation Assistance grants; and

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners supports the hazard mitigation planning effort and wishes to adopt the 2025 Crow Wing County Hazard Mitigation Plan.

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***STATE OF MINNESOTA )***
***COUNTY OF CROW WING)*** ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on January 27, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 10th day of February 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

# REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, February 10, 2026

| | |
|---|---|
| Human Resources | Amy Fischer |
| ORIGINATING DEPARTMENT | PRESENTER |

AGENDA ITEM: Personnel Actions

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve the Human Resource Report for Personnel Actions dated February 10, 2026, as on file.

Approximate length of presentation:

# *Human Resource Report*
# *Personnel Actions*
# *February 10, 2026*

***Replacement Staffing***
**Classification Title:** Property Assessor
**Department:** Land Services
**Reason for Vacancy:** Departure of Corrina Dvorak February 12, 2026
**Personnel Committee:** Yes

***Hires***
**Name:** Hannah Morgan
**Classification Title:** Customer Service Specialist
**Department:** Land Services
**Start Date:** February 16, 2026
**Reason for Vacancy:** Movement of Stacy Westhoff December 12, 2026

**Name:** Tyler Leikvoll
**Classification Title:** Social Worker
**Department:** Community Services
**Start Date:** February 9, 2026
**Reason for Vacancy:** Movement of Emily Kelly January 20, 2026

**Name:** Elijah Schewe
**Classification Title:** Correctional Officer
**Department:** Sheriff's Office - Jail
**Start Date:** February 23, 2026
**Reason for Vacancy:** Departure of Aaron Goude November 7, 2025

**Name:** Anthony Austin
**Classification Title:** Correctional Officer
**Department:** Sheriff's Office - Jail
**Start Date:** February 23, 2026
**Reason for Vacancy:** Departure of Louis Duran December 28, 2025

***Promotions/Movement***
**Name:** Nichole Johnson
**Classification Title:** Claims/Collections Officer
**Department:** Community Services
**Start Date:** February 16, 2026
**Reason for Vacancy:** Movement of Alisha Alderson January 19, 2026

***Departures***
**Name:** Corrina Dvorak
**Classification Title:** Property Assessor
**Department:** Land Services
**Date of Departure**: February 12, 2026

**Name:** Margaret Sherman
**Classification Title:** Dispatch Supervisor
**Department:** Sheriff's Office
**Date of Departure**: June 1, 2026

# REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, February 10, 2026

| | |
|---|---|
| Admin Services | Jason Walkowiak |
| ORIGINATING DEPARTMENT | PRESENTER |

AGENDA ITEM: Agreement with the Association of Minnesota Counties for Cyber Response

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve Resolution (attached) and enter into an agreement with the AMC for Cyber Response

Approximate length of presentation:

**MINNESOTA CYBER RESPONSE TEAM**
**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is between the Association of Minnesota Counties ("AMC"), 125 Charles Avenue, St. Paul, MN 55105, and Crow Wing County (county) 202 Laurel St. Brainerd. MN 56401, and becomes effective upon date of final signature.

**WHEREAS**, AMC through the Minnesota County IT Leadership Association ("MNCITLA") coordinates a Minnesota Cyber Response Team ("MNCRT");

**WHEREAS,** the MNCRT serves as an initial advisory resource for counties that are or may be experiencing a cyber incident ("Recipient County") by connecting the Recipient County with appropriately credentialed information technology, data, and cyber security professionals ("MNCRT Volunteers") employed by Minnesota counties that have agreed to provide services for the MNCRT program ("Provider County"); and

**WHEREAS**, the County has entered into a Provider Agreement with AMC to serve as a Provider County and understands that in its role as a Provider County, the County and its designated MNCRT Volunteers may obtain information about a Recipient County's actual or possible cyber incident impacting the security of the Recipient County's technology systems and/or data or cyber security.

**WHEREAS**, the County understands that some or all information about a Recipient County's cyber incident may not be publicly known or available at the time the MNCRT Volunteer learns of or receives information about the cyber incident and that the Recipient County has a reasonable need to control the disclosure of such information.

**NOW, THEREFORE,** in accordance and conjunction with the Provider Agreement, AMC and the County agree as follows:

1. **Scope of Agreement.** The parties understand and agree that the Provider Agreement entered into by the AMC and the County controls their contractional relationship for purposes of the County providing MNCRT Volunteer(s) and that this Agreement is solely for the purpose of identifying the County's obligations to maintain the confidentiality of information obtained by MNCRT Volunteers while performing services under the Provider Agreement.

2. **Confidential Information.** The County and its MNCRT Volunteer(s) shall treat all information learned, obtained, or received regarding a Recipient County's cyber incident in the course of providing MNCRT services under the Provider Agreement as confidential information, including, but not limited to:

    a. the existence of a cyber incident or possible cyber incident;
    b. any details of the cyber incident, such as the scope of, impact of, or response to the cyber incident;
    c. any information regarding the Recipient County's technology systems and/or data or cyber security; and

d. the nature or content of any data impacted or potentially impacted by the cyber incident.

This shall apply to information the County or MNCRT Volunteer(s) received from AMC, the Recipient County, a representative or contractor working on behalf of AMC or the Recipient County, or from another Provider County or MNCRT Volunteer. It applies to information in any form, including, but not limited to, information conveyed orally, observations of information or data, assessments of the County or MNCRT Volunteer(s), and data.

3. **Handling of Confidential Information.** The County agrees that it and its MNCRT Volunteer(s) must use all reasonable measures to maintain the confidentiality of the information identified in Paragraph 2. To this end, the County agrees that it and its MNCRT Volunteer(s) will comply with the following requirements:

   a. **Communication with Recipient County.** In communicating with a Recipient County about a cyber incident, confidential information, or MNCRT services, the County and its MNCRT Volunteer(s) must only communicate with representatives of the Recipient County identified by AMC, except as expressly authorized by the Recipient County.

   b. **Use of Confidential Information.** The County and its MNCRT Volunteer(s) must use confidential information solely for the purposes of assisting the Recipient County in responding to the cyber incident or otherwise fulfilling the purpose of the MNCRT or as otherwise consistent with this Agreement and the Provider Agreement.

   c. **Internal Disclosure.** The County and its MNCRT Volunteer(s) must only disclose confidential information internally within the County to those who have a need to know the information to:

      i. Assist the Recipient County in responding to the cyber incident;
      ii. Fulfill the purpose of the MNCRT;
      iii. Confirm the County's fulfillment of its obligations under the Provider Agreement or this Agreement;
      iv. Confirm proper use of a MNCRT Volunteer's work time and compliance with County policies;
      v. Avoid undue disruption to normal County operations; or
      vi. Comply with the County's obligations under the law.

      The County and its MNCRT Volunteer(s) understand that they must share the minimum confidential information necessary to fulfill such purposes.

   d. **Disclosure to MNCRT Partners.** The County and its MNCRT Volunteer(s) must only disclose confidential information to AMC and other MNCRT Volunteers who have a need to know the information to:

i. Assist the Recipient County in responding to the cyber incident;
ii. Fulfill the purpose of the MNCRT;
iii. Comply with the County's obligations under the Provider Agreement or this Agreement;
iv. Confirm the County's fulfillment of its obligations under the Provider Agreement or this Agreement; or
v. Comply with the County's obligations under the law.

The County and its MNCRT Volunteer(s) understand that they must share the minimum confidential information necessary to fulfill such purposes.

e. **Disclosure to Third Parties.** The County and its MNCRT Volunteer(s) must only disclose confidential information to parties other than those addressed in parts c. and d. above:

i. With consent of the Recipient County, though nothing in this provision obligates the County to act for or on behalf of the Recipient County; or
ii. As required by law, including the Minnesota Government Data Practices Act, or to comply with a lawfully issued subpoena or court order. In this case, the County and its MNCRT Volunteer(s) agree to use reasonable efforts to inform the Recipient County and AMC prior to disclosure of confidential information and understand that they must share the minimum confidential information necessary to comply with such legal requirements.

f. **Data Regarding Confidential Information.** Specific to data of or regarding confidential information, in addition to complying with parts a.-e. above, the County and its MNCRT Volunteer(s) shall:

i. Avoid receiving, soliciting, or creating data regarding confidential information except as necessary to assist the Recipient County in responding to the cyber incident or otherwise fulfill the purpose of the MNCRT;
ii. Avoid reproducing, disclosing, distributing, or communicating the data or content of the data except as consistent with this Agreement;
iii. Provide a copy of the data to AMC to the extent that AMC agrees to receive such data and maintenance of the data by AMC will assist the Recipient County in responding to the cyber incident or otherwise fulfill the purpose of the MNCRT;
iv. Provide a copy of the data to Recipient County to the extent that Recipient County requests such data; and
v. Not maintain such data beyond the period when it is necessary to do so to assist the Recipient County in responding to the cyber incident or otherwise fulfill the purpose of the MNCRT, except as required by the County's records retention obligations under law. Destruction shall be done in a manner that prevents recovery or reconstruction of the data by County or other parties.

4. **Ensuring Compliance by MNCRT Volunteer(s).** The County understands and agrees that it is responsible for ensuring its MNCRT Volunteer(s) comply with the requirements of this Agreement. The County further agrees that in order to fulfill the obligations of this Agreement, it must provide a copy of this Agreement to its MNCRT Volunteer(s) and require its MNCRT Volunteer(s) to read and affirm understanding of the requirements of this Agreement by signing a copy of the Acknowledgement Form attached to this Agreement as Exhibit A. The County must return a copy of the signed Acknowledgement Form to AMC before the MNCRT Volunteer(s) may provide MNCRT services to a Recipient County. If the County believes its MNCRT Volunteer(s) have breached the terms of this Agreement in any way, it must not allow such MNCRT Volunteer(s) to provide MNCRT services thereafter unless the County complies with its obligations under Paragraph 5, undertakes reasonable efforts to retrain the MNCRT Volunteer on the requirements of this Agreement, and reasonably believes that the MNCRT Volunteer understands and will comply with the requirements.

5. **Compromise of Confidential Information.** The County must notify AMC and the Recipient County if it believes there has been a breach of this Agreement that has or may have led to an improper disclosure of confidential information. This notification must occur promptly and no more than two business days after the County learns of the breach or potential breach. The County must work cooperatively with AMC and the Recipient County to determine whether such a breach has occurred, the scope and impact of the breach, and how to prevent recurrence of such a breach in the future. This includes, but is not limited to, providing sufficient information to determine whether either the Provider County or Recipient County must take action in accordance with Minn. Stat. § 13.055 or any other applicable law.

6. **Term.** The term of this Agreement is consistent with and concurrent to the Provider Agreement in effect and this Agreement must be renewed at one-year intervals consistent with that of the Provider Agreement, including requiring updated Acknowledgement Forms as set forth in Paragraph 4. The County and its MNCRT Volunteers understand and agree that the requirements of this Agreement survive and they will remain bound by the terms of this Agreement notwithstanding the expiration or termination of this Agreement or the Provider Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

| **ASSOCIATION OF MINNESOTA COUNTIES** | **CROW WING COUNTY** |
|---|---|
| By:_____ | By:_____ |
| Name | Name: |
| Its: | Its: |

**CONFIDENTIALTIY AGREEMENT**
**ACKNOWLEDGEMENT FORM**

By agreeing to serve as a MNCRT Volunteer on behalf of Crow Wing County, I understand that I may learn or be given access to information related to another county's cyber incident that are not publicly known or available and that such county must be allowed to control the disclosure of information to the greatest extent possible. Given that, I understand that I am bound by the terms of the Confidentiality Agreement entered into by my employer, Crow Wing County, and AMC. I affirm that I have received a copy of that Agreement, that I have read and understand the Agreement, and that I agree to be bound by and will comply with that Agreement.

Date:02/02/26

Name: Jason Walkowiak
Title:IT Manager

**MINNESOTA CYBER RESPONSE TEAM**
**PROVIDER AGREEMENT**

**THIS AGREEMENT** is between the Association of Minnesota Counties ("AMC"), 125 Charles Avenue, St. Paul, MN 55105 and Crow Wing County ("County"), 202 Laurel St. Brainerd MN 56401, and becomes effective upon date of final signature.

**WHEREAS**, AMC, through the Minnesota County IT Leadership Association ("MNCITLA"), offers support to Minnesota counties by, among other things, fostering collaboration and pooling resources and knowledge maintained by county information technology professionals; and

**WHEREAS**, in furtherance of its services to and resources for MNCITLA member counties, AMC, through MNCITLA, coordinates a Minnesota Cyber Response Team ("MNCRT");

**WHEREAS** the MNCRT serves as an initial advisory resource for counties that are or may be experiencing a cyber incident ("Recipient County") by connecting the Recipient County with appropriately credentialed information technology, data, and cyber security professionals ("MNCRT Volunteers") employed by Minnesota counties that have agreed to provide services for the MNCRT program ("Provider County"); and

**WHEREAS**, the County wants to participate in the MNCRT as a Provider County, designating one or more County technology professionals to serve as MNCRT Volunteers.

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual promises contained in this Agreement, the parties agree as follows:

1. **Scope of MNCRT Services.** AMC, through the MNCRT, connects Recipient Counties with timely access to MNCRT Volunteers employed by a Provider County who will provide advice to the Recipient County on initial steps to take after discovery of an actual or possible cyber incident impacting the security of the Recipient County's technology systems and/or data or cyber security. The MNCRT and MNCRT Volunteers' role is advisory only and the scope of services may include (i) meetings between the Recipient County and MNCRT Volunteers to discuss the cyber incident, (ii) guidance on the Recipient County's response to the cyber incident, including how to mitigate damage; and (iii) answering questions from Recipient County.

   The MNCRT and MNCRT Volunteers' services do not include any work in, on, or within the Recipient County's data or cyber or technology systems or any reporting or communication with any outside agency, entity, or person or otherwise on behalf of the Recipient County.

2. **County Opt-In.** By agreeing to participate in the MNCRT as a Provider County, the County understands and agrees as follows:

   a. The County shall designate to AMC at least one properly credentialed information technology, data, or cyber security professional to serve as a MNCRT Volunteer. To be considered properly credentialed, a MNCRT Volunteer must (i) be an information

technology, data, or cyber security professional, (ii) currently employed by the County, (iii) designated by County and willing to serve as a MNCRT Volunteer, and (iv) possess the requisite education and licensure required by the County for employment as an information technology, data, or cyber security professional.

b. The County and all MNCRT Volunteers designated by the County shall execute a confidentiality agreement with AMC requiring the County and the MNCRT Volunteers to maintain the confidentiality of all information obtained or learned in the course of providing MNCRT services to a Recipient County to the maximum extent permitted under law.

c. The County shall use reasonable efforts to ensure that, upon notice from AMC of a request for MNCRT services by a Recipient County, a County-designated MNCRT Volunteer is made available to provide MNCRT Services to the Recipient County. The County may decline to make the MNCRT Volunteer available if doing so would unreasonably interfere with the County's operations or the MNCRT Volunteer's duties to the County.

d. The County's participation as a Provider County is voluntary and neither the County nor any County-designated MNCRT Volunteer or other County employee, representative, or official will be compensated in any way by AMC, MNCITLA, or any Recipient County for services provided under this Agreement. The County agrees that it assumes all risks associated with becoming a Provider County and allowing its employee(s) to serve as MNCRT Volunteers and agrees to hold AMC, MNCITLA, MNCRT, MNCRT Volunteers, other Provider Counties, Recipient Counties, and their respective representatives, directors, officers, and agents, harmless from any injury, loss, claims, damages, liability, or costs resulting from any act, omission, or advice provided in the course and scope of this Agreement.

**3. AMC's Role.** AMC will coordinate the MNCRT services consistent with the following terms.

a. AMC shall be responsible for: (i) intake of requests for MNCRT services, which AMC shall respond to within a reasonable period of time after the request is made; (ii) notifying MNCRT Volunteers of the request for MNCRT services; (iii) facilitating any initial contact between MNCRT Volunteers and the Recipient County; and (iv) tracking responses to requests for MNCRT Services.

b. AMC shall require the County and all County-designated MNCRT Volunteers to execute a confidentiality agreement requiring the County and its MNCRT Volunteers to maintain the confidentiality of all information obtained or learned in the course of providing MNCRT services to a Recipient County to the maximum extent permitted under law.

c. AMC shall, at its sole discretion, maintain the right to decline to utilize a County-designee as an MNCRT Volunteer upon its determination that the designee does not meet the qualifications of a MNCRT Volunteer as specified by this Agreement or, after

being accepted as an MNCRT Volunteer, the County-designee fails to provide MNCRT services to a Recipient County after agreeing to do so or to make reasonable efforts to provide MNCRT services upon request by AMC or if AMC reasonably believes the County-designee breached the confidentiality obligations of the County and MNCRT Volunteers.

4. **Data Privacy.** The parties understand and agree that the Minnesota Government Data Practices Act ("MGDPA") applies to Minnesota counties and that creation or exchange of data in the course of providing MNCRT services or as related to this Agreement may be subject to the requirements of that law. The County and all counties involved in any way in the MNCRT are solely responsible for ensuring proper compliance with the MGDPA and any other applicable law.

5. **Term.** This Agreement begins on the effective date and will remain in effect for a one-year term ("Term") unless terminated earlier by either party upon written notice to the other party. Notices must be sent to the address provided below, or to such other places the parties may designate for their receipt of notices.

    a. For AMC: Julie Ring

    b. For the County: Jason Walkowiak, 218-824-1174 jason.walkowiak@crowwing.gov

6. **Relationship.** Nothing in this Agreement may be construed to create a partnership or joint venture between the parties. The parties have no authority or power to take any action that could legally bind the other party. Each party is considered independent of the other. The relationship of the parties for the purposes of acting as a Provider County is governed exclusively by this Agreement. AMC maintains full control over all AMC employees, agents, and representatives, and such individuals must not be considered employees, agents, or representatives of County for any reason. Similarly, the County maintains full control over all County employees, agents, and representatives, and such individuals must not be considered employees, agents, or representatives of AMC for any reason.

7. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Minnesota without regard to the conflicts of law provisions. Any dispute arising under this agreement must be brought in either the state or federal courts with jurisdiction and located in the State of Minnesota.

8. **Miscellaneous.** This Agreement constitutes the complete agreement between the parties related to the receipt of MNCRT services and supersedes all prior agreements relating to such subject matter. Amendments must be in writing and signed by both parties to be valid. If any part of this Agreement is unenforceable, it will be modified to the extent necessary to make it enforceable, or if impossible, it will be removed. The remaining provisions continue in effect. Terms that should survive termination will do so, including but not limited to hold harmless obligations. This Agreement may be signed in counterparts, including electronically, each of which is effective. Headings are for convenience only and do not affect meaning.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

| **ASSOCIATION OF MINNESOTA COUNTIES** | **CROW WING COUNTY** |
|---|---|
| By:_____ | By:_____ |
| Name: | Name: |
| Its: | Its: |

## BOARD OF COUNTY COMMISSIONERS
## Crow Wing County, Minnesota

**DATE:** **Resolution:**
**OFFERED BY COMMISSIONERS: and**
**AYES: NAYS:**

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE ASSOCIATION OF MINNESOTA COUNTIES (AMC) FOR MINNESOTA CYBER RESPONSE**

WHEREAS, AMC, through the Minnesota County IT Leadership Association ("MNCITLA"), offers support to Minnesota counties by, among other things, fostering collaboration and pooling resources and knowledge maintained by county information technology professionals; and

WHEREAS, in furtherance of its services to and resources for MNCITLA member counties, AMC, through MNCITLA, coordinates a Minnesota Cyber Response Team ("MNCRT");

WHEREAS the MNCRT serves as an initial advisory resource for counties that are or may be experiencing a cyber incident ("Recipient County") by connecting the Recipient County with appropriately credentialed information technology, data, and cyber security professionals ("MNCRT Volunteers") employed by Minnesota counties that have agreed to provide services for the MNCRT program ("Provider County"); and

WHEREAS, the County wants to participate in the MNCRT as a Provider County, designating one or more County technology professionals to serve as MNCRT Volunteers.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in the Agreement, the Crow Wing County Board agrees to being a MNCRT Provider and Recipient County as specified in the agreement and authorized the Crow Wing County Administrator to sign and renew agreements initially and annually until the Board no longer desires to participate:

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***STATE OF MINNESOTA )***
***COUNTY OF CROW WING)*** ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

# REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, February 10, 2026

| | |
|---|---|
| Land Services | Tom Strack |
| ORIGINATING DEPARTMENT | PRESENTER |

AGENDA ITEM: 2026 Federal Recreational Trail Program Equipment Grant Application Brainerd Nordic Ski Club Equipment

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve Resolution (attached): 2026 Federal Recreational Trail Program Equipment Grant Application Brainerd Nordic Ski Club Equipment

Approximate length of presentation:

**BOARD OF COUNTY COMMISSIONERS**
**Crow Wing County, Minnesota**

**DATE: February 10, 2026** **Resolution:**
**OFFERED BY COMMISSIONERS: and**
**AYES: NAYS:**

## 2026 Federal Recreational Trail Program Equipment Grant Application Brainerd Nordic Ski Club Equipment

WHEREAS, the County of Crow Wing in the State of Minnesota supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Grant Program. The application is to purchase trail maintenance equipment for Hunter Hiker and Ski Trails in the Brainerd and Deerwood area maintained by the Brainerd Nordic Ski Club.

WHEREAS, the County of Crow Wing recognizes the twenty-five (25) percent match requirement for the Federal Recreational Trail Grant Program, which has been secured by the Brainerd Nordic Ski Club and the Northland Arboretum.

NOW, THEREFORE, BE IT RESOLVED if the County of Crow Wing is awarded the grant by the Minnesota Department of Natural Resources, the County of Crow Wing agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above-referenced project. The County of Crow Wing will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Trail Program Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED the Board of Commissioners of the County of Crow Wing names the fiscal agent for the County of Crow Wing for this projects as:

Tom Strack
Environmental Services Supervisor
Crow Wing County
15728 State Highway 210
Brainerd, MN 56401
Tom.Strack@crowwing.gov

BE IT FURTHER RESOLVED the County of Crow Wing hereby assures the grooming equipment acquired through the grant will be maintained for no less than twenty (20) years or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources.

BE IT FURTHER RESOLVED Crow Wing County has no financial obligation to the project outside the role of fiscal agent.

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***STATE OF MINNESOTA )***
***COUNTY OF CROW WING) ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on <>, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <> day of <>.

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

# REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, February 10, 2026

| Land Services | Jessica Shea |
| --- | --- |
| ORIGINATING DEPARTMENT | PRESENTER |

AGENDA ITEM: Withdraw Tracts on Available TF Land Sale List/Authorize Direct Sale to Brainerd HRA/Set Sale Price

PREVIOUS ACTION:
County Board approved Non-Conservation Status of lots on 11/8/2011, and 1/28/2014.

COMMENTS:

- Parcels Forfeited 10/1/2012 and 11/30/2010
- 1/14/2026 received application from the City of Brainerd HRA regarding purchasing the parcels to remove blight due to decaying infrastructure.

RECOMMENDED BOARD ACTION:
To withdraw parcels from the Available Tax Forfeited Land Sale List described as; THE S 330FT OF THE W 660FT OF GL 5 SEC 3 EX THE W 330FT THEREOF; Lot 14 Block 5, North Woods Estates of Baxter; Lot 13 Block 5, North Woods Estates of Baxter; Lot 12 Block 5, North Woods Estates of Baxter; and Lot 11 Block 5, North Woods Estates of Baxter and further, to approve the direct sale of said tax forfeited properties to the City of Brainerd HRA, pursuant to Minnesota Statute 282.01, Subd.. 1a. (d), at the sale price of $1 per parcel to remove blight due to decaying infrastructure.

Approximate length of presentation:

CROW WING COUNTY MINNESOTA Housing & Redevelopment Authority

# Application to Acquire Tax Forfeited Property

## GENERAL INFORMATION

Business Name: CHENDY INC

Address: P O BOX 241, Brandon MN 56315

Type (Partnership): _____S-corporation
Authorized Representative: Gregory Wersal, Vice-President / Cheryl Wersal, President

Description of Business: Chendy Inc buys and sells real estate, develops land, builds

and sells new homes,

Previous experience with this type of development: Chendy Inc, developed 30 acres in Sherburne County with the last lot and new home sold October 2, 2025. Chendy Inc currently is building new homes on lots it acquired at 11793 Forestview Dr. and 11775 Forestview Dr., Baxter MN

## PROPERTY INFORMATION

Tract Number(s) Parcel ID: 40030614
Parcel ID 40030529
Parcel ID 40010579
Parcel ID 40010580
Parcel ID 40010581
Parcel ID 40010582

Do any of the tracts contain occupied buildings? NONE

Acquisition price of property _____

**PROJECT INFORMATION**

Tax forfeited properties may only be purchased through the CWC HRA if they eliminate blight or for the construction of affordable housing.

Will the project eliminate blight?

Yes. Lots are undeveloped and not on tax roles. This project will result in the lots being developed with new homes and paying property taxes.

If yes, please explain how. Include pictures with your explanation.

---

Does the proposed project include the construction of "affordable" housing (115% of AMI)?

No

Description of the Proposed Project: Chendy Inc will build a Model Home, possibly two, on the lots on Jewelwood Dr and/or lots on Cedar Scenic Rd/ Red Sequoia Dr. In addition, Chendy Inc will list the lots for sale with new homes of various models to the public on MLS. As new homes are sold, additional Models will be built. Homes will most likely be one level (ramblers) 1600 to 2400 finished sq ft with 3 car (or more) attached garage.

---

Will there be relocation as part of the project?
_____no_____

Who will be responsible for improvements and maintenance after closing?

Name __Chendy Inc, Gregory Wersal, VPres.

Phone_____612-701-9623_____Email_gregwersal@hotmail.com

Will all improvements be complete within 12 months after closing? _This will depend on how fast the new homes sell. As new home models sell, others will be built. It takes approximately 4-5 months to build a home from the issuance of the building permit. Weather, especially severe cold or prolonged rain, can delay construction of homes.

PLEASE INCLUDE:

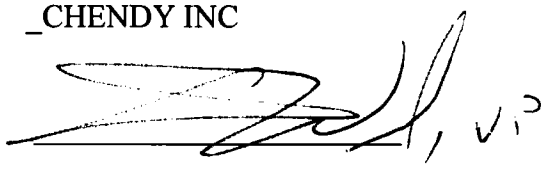
1. Plans and drawing of project. Plans attached are of the homes currently under construction at 11775 Forestview Dr, Baxter and 11793 Forestview.Dr, Baxter. The exact plans have not been determined for each lot being purchased, but most likely would be similar to those attached.
2. Print out of each tract from Crow Wing County tax forfeit list
3. Maintenance and holding cost fee of $1,000 payable to Crow Wing County HRA
4. Non-refundable administrative fee of $500 payable to Crow Wing County HRA

**Attached is a Special Assessment Search done by the City of Baxter on each lot. The Special Assessments would be paid by Chendy Inc at the closing of the purchase of the lots.**

**The HRA Tax Forfeited Property Hold Policy and Sales Procedure is unclear as to the process to assure clear title to the property. Chendy Inc, at its costs, will want its title company to check title and issue a title policy as part of the purchase. If the check of title reveals title issues, Chendy Inc reserves the right to not close on the purchase of those lots or all the lots.**

**SIGNATURE**

Applicant's signature: _CHENDY INC

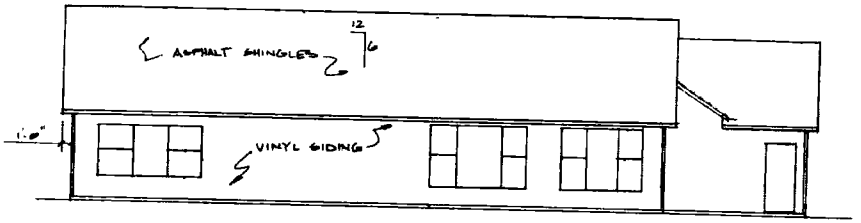


by Gregory Wersal, Vice President

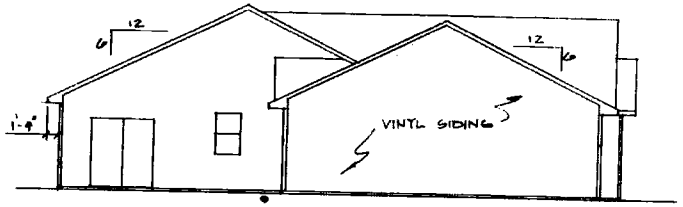
Date: _____

# Plans for 11775 Forestview Dr, Baxter

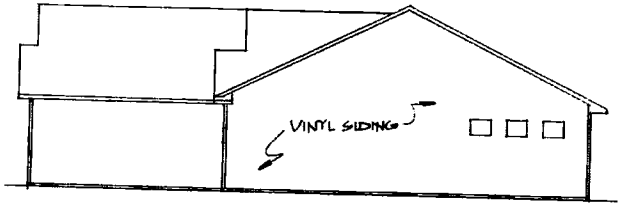




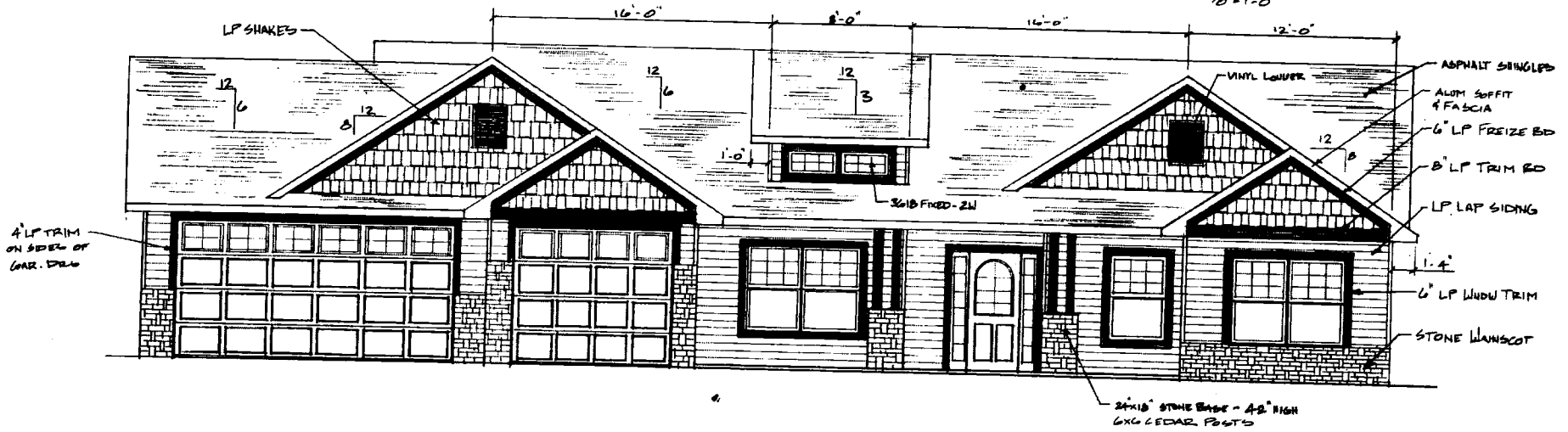

REAR ELEVATION
1/8"=1'-0"




SIDE ELEVATION
1/8"=1'-0"

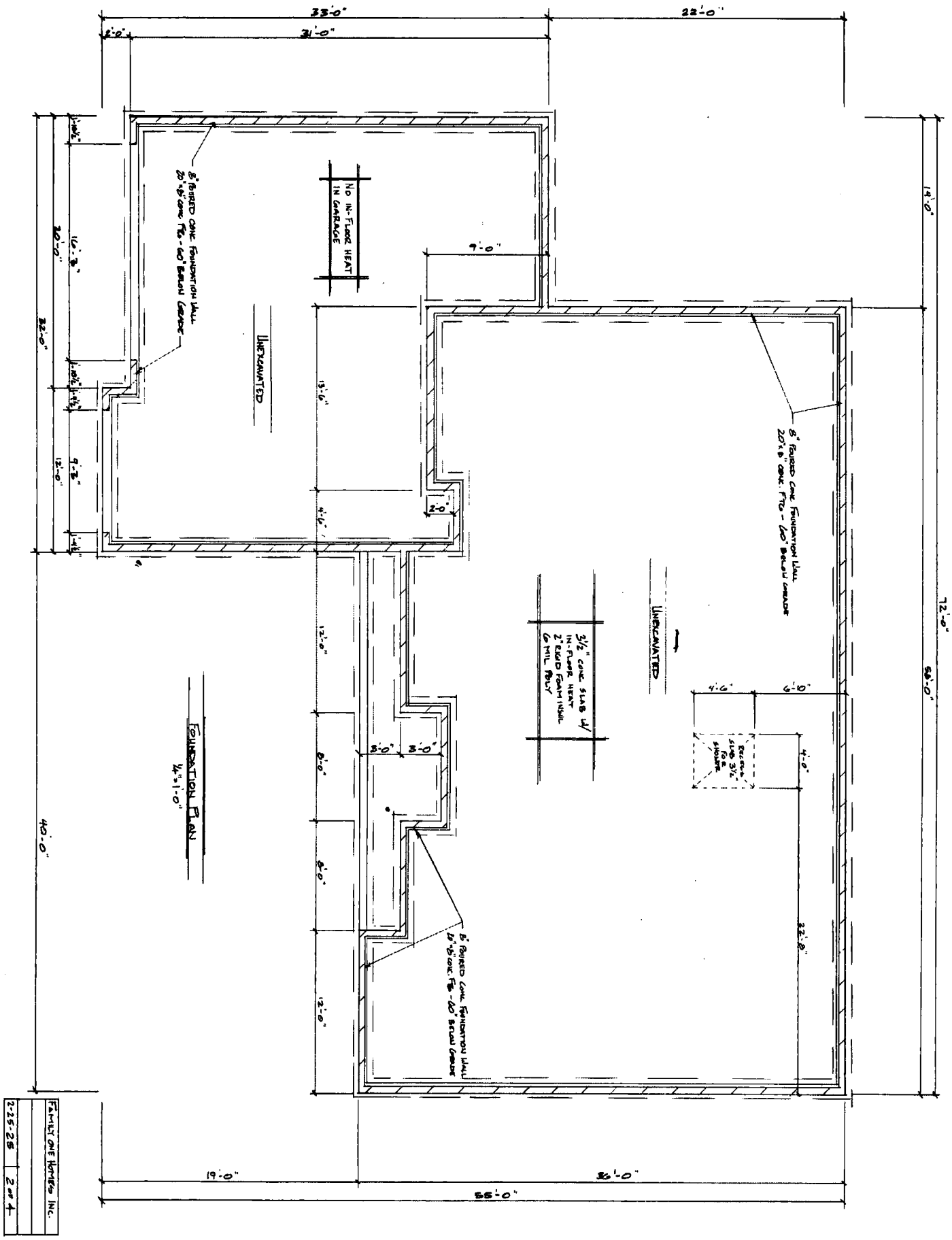


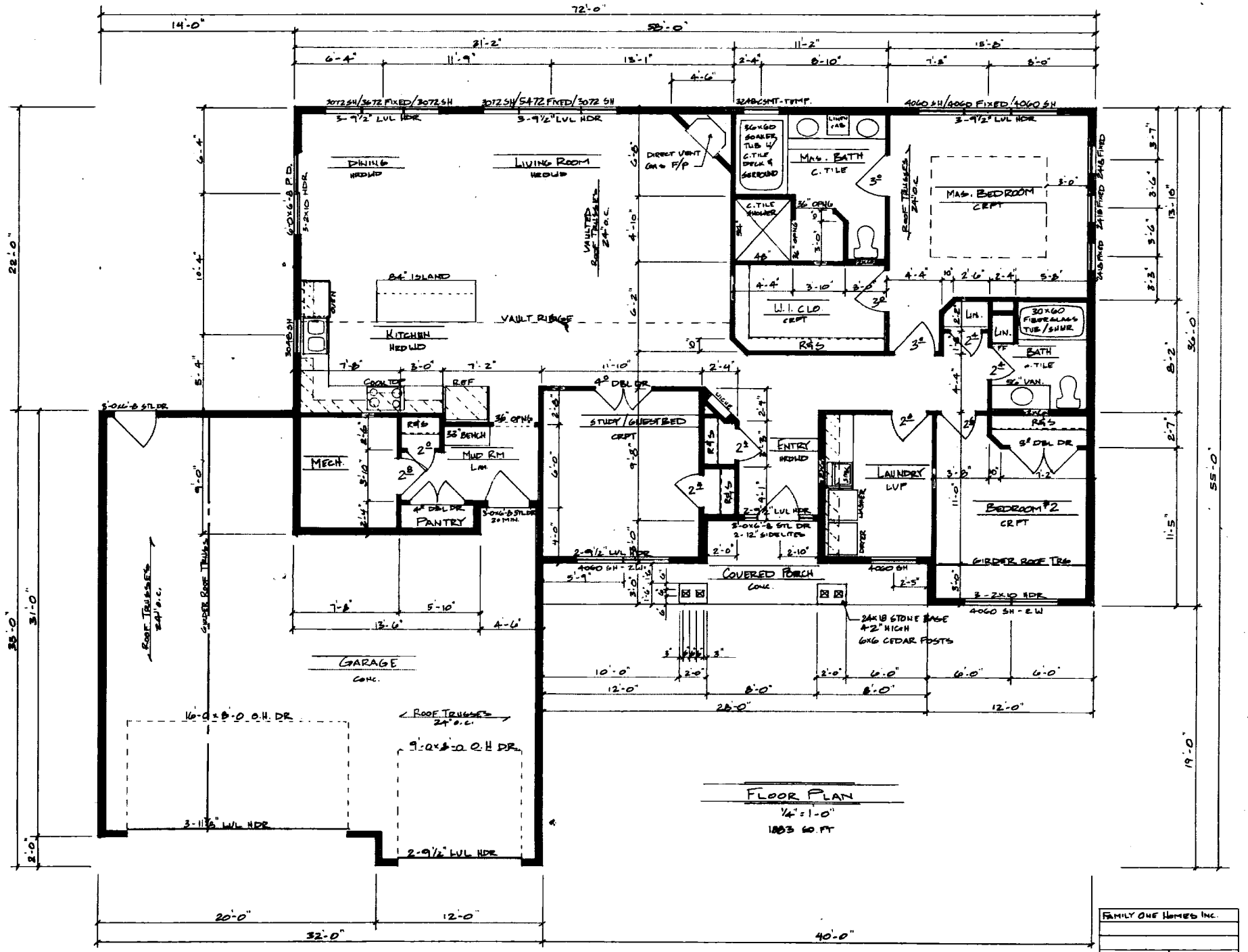

SIDE ELEVATION
1/8"=1'-0"




FRONT ELEVATION
1/4"=1'-0"

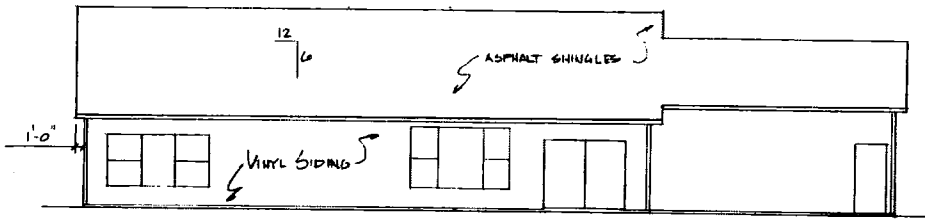
| FAMILY ONE HOMES INC. | |
|---|---|
| | |
| 2-25-25 | 1 of 4 |


33'-0"
22'-0"
31'-0"
8" POURED CONC. FOUNDATION WALL 20"x8" CONC. FTG - 60" BELOW GRADE
NO IN-FLOOR HEAT IN GARAGE
UNEXCAVATED
9'-0"
13'-6"
2'-0"
4'-6"
3½" CONC. SLAB W/ IN-FLOOR HEAT 2" RIGID FOAM INSUL. 6 MIL POLY
UNEXCAVATED
4'-0"
6'-0"
4'-0"
32'-8"
FOUNDATION PLAN
¼"=1'-0"
3'-0"
3'-0"
8'-0"
8'-0"
12'-0"
8" POURED CONC. FOUNDATION WALL 20"x8" CONC. FTG - 60" BELOW GRADE
72'-0"
58'-0"
40'-0"
19'-0"
36'-0"
55'-0"
FAMILY ONE HOMES INC.
2-25-25
2 of 4

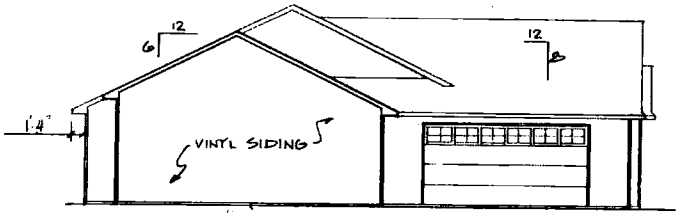

72'-0"
58'-0"
14'-0"
DINING
LIVING ROOM
KITCHEN
VAULT RIDGE
MAS. BATH
C. TILE
MAS. BEDROOM
CRPT
W.I. CLO.
BATH
C. TILE
STUDY / GUEST BED
CRPT
ENTRY
HDWD
LAUNDRY
LVP
MECH.
MUD RM
LAM
PANTRY
BEDROOM #2
CRPT
COVERED PORCH
CONC.
GARAGE
CONC.
FLOOR PLAN
1/4" = 1-0"
1803 SQ. FT.
FAMILY ONE HOMES INC.
2-25-25
3 OF 4

# Plans for 11793 Forestview Dr, BAXTER

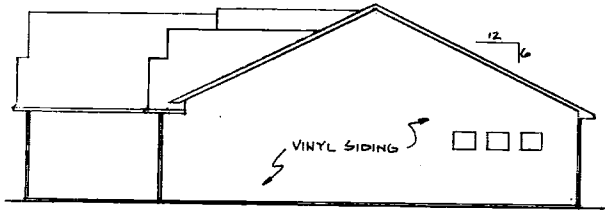




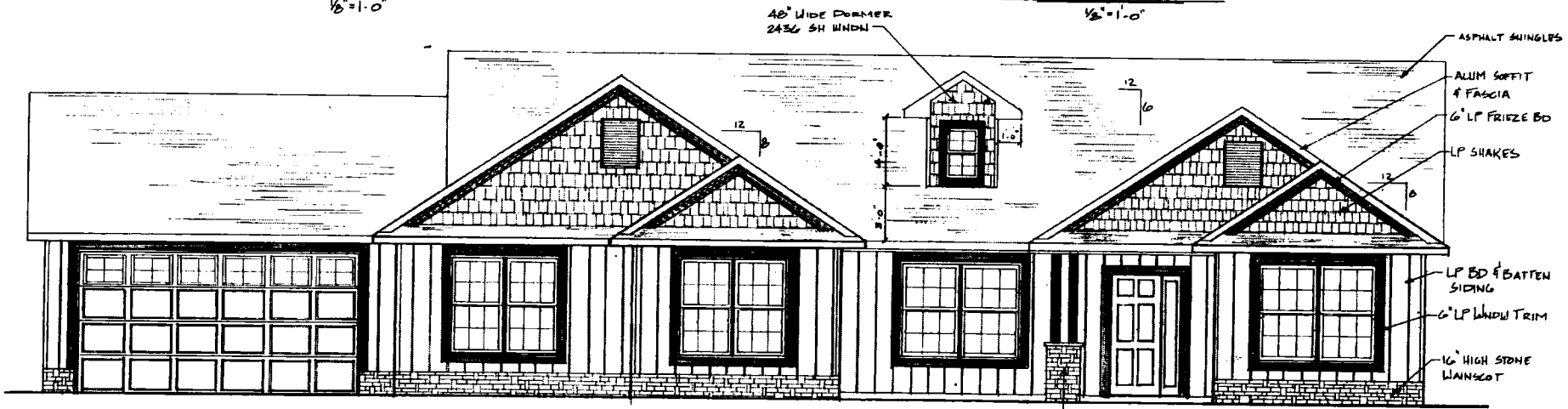

REAR ELEVATION
1/8"=1'-0"




SIDE ELEVATION
1/8"=1'-0"

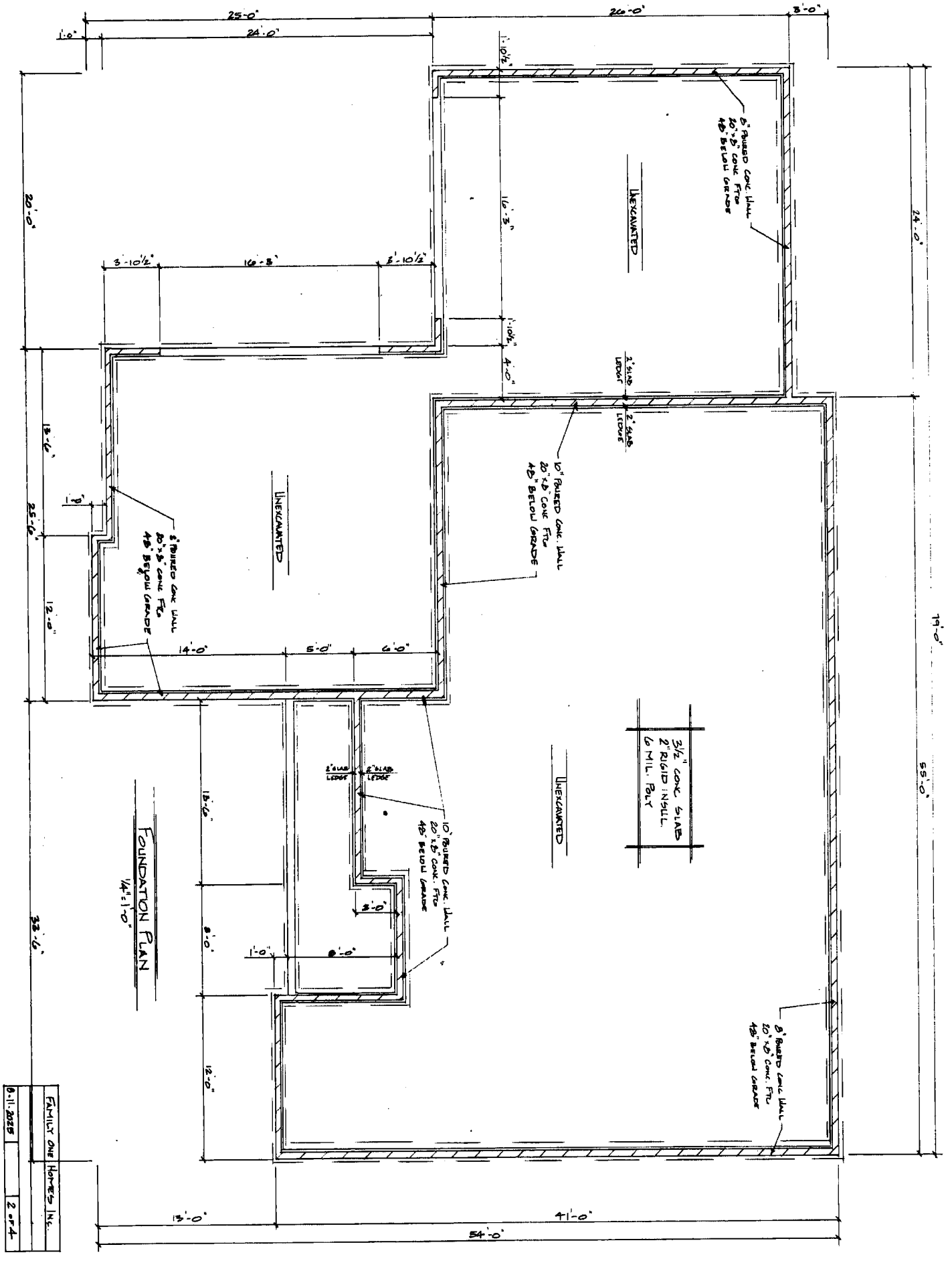



SIDE ELEVATION
1/8"=1'-0"

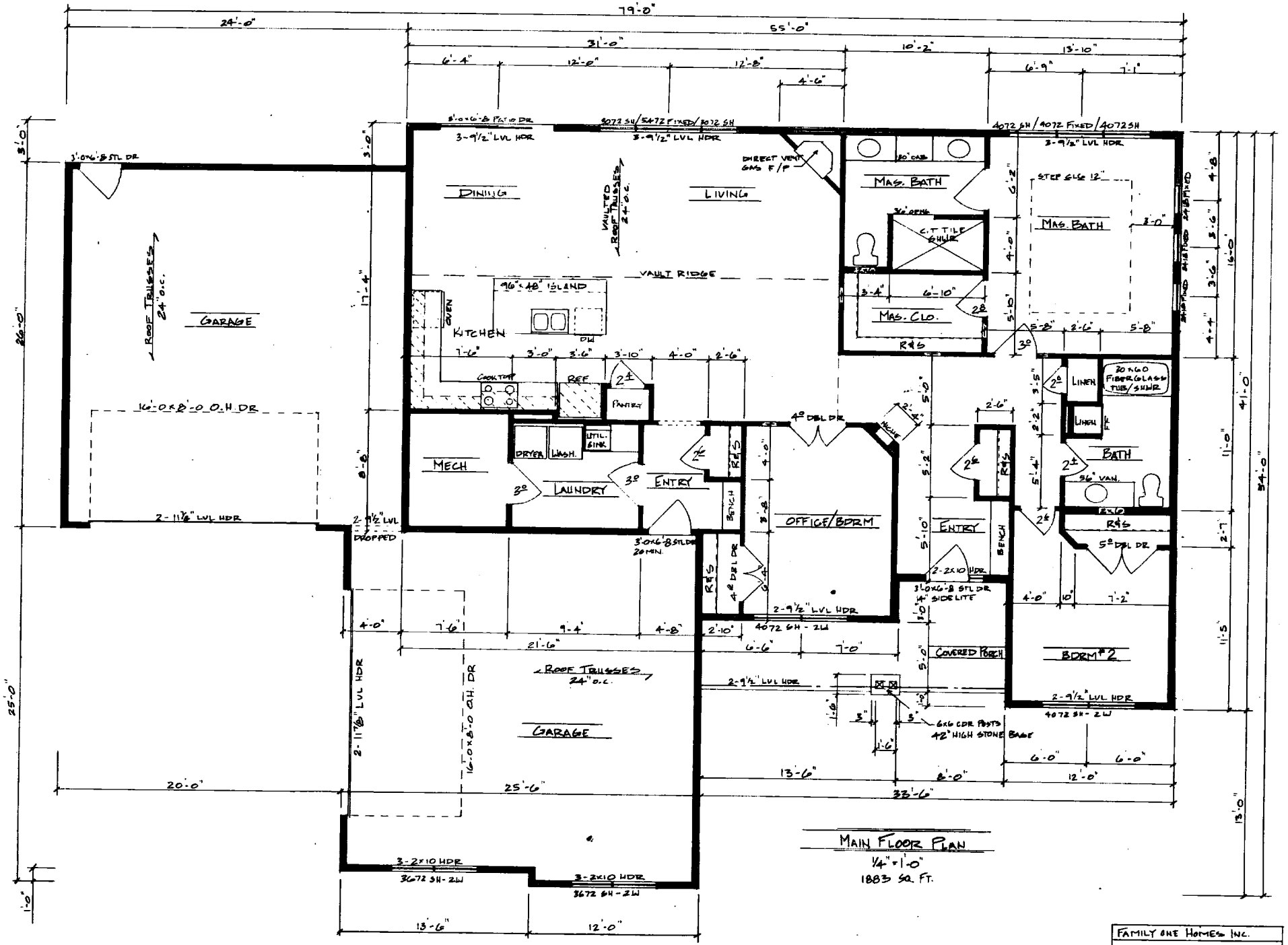



FRONT ELEVATION
1/4"=1'-0"

| FAMILY ONE HOMES INC. | | |
|---|---|---|
| | | |
| 8-11-2023 | | 1 OF 4 |




| | | |
|---|---|---|
| 8-11-2025 | | FAMILY ONE HOMES INC. |
| | 2 of 4 | |




## MAIN FLOOR PLAN

1/4" = 1'-0"

1883 SQ. FT.

| | |
|---|---|
| FAMILY ONE HOMES INC. | |
| | |
| 841-2025 | 3 of 4 |

Tax Forfeit Land Sale Tract List - Fall 2025
Crow Wing County, Minnesota

| Tract | Plat | Description | Approx. Acres | City/Township | Real Estate Parcel Code(s) | Starting Bid | Remarks |
|---|---|---|---|---|---|---|---|
| 122-25 | AK-SAR-BEN | LOTS 1 & 2. | 1.79 | Bay Lake Township | 50010568 | $ 118,900.00 | Approx. 200 feet on Tame Fish Lake. Zone Shoreland District / 25% price reduction |
| 30-15 | MACDONALD ACRES | LOT 1, BLOCK 3. | 0.36 | City of Baxter | 40010537 | $ 28,104.08 | Zoned R-1 / 25% price reduction |
| 49-13 | NORTH WOODS ESTATES OF BAXTER | LOT 11, BLOCK 6. | 0.49 | City of Baxter | 40010560 | $ 28,465.14 | Nice level lot. Zoned R-1 / 25% price reduction |
| 48-13 | NORTH WOODS ESTATES OF BAXTER | LOT 10, BLOCK 6. | 0.41 | City of Baxter | 40010561 | $ 33,565.14 | Nice Level Lot, Zoned R-1 / 25% price reduction |
| 47-13 | NORTH WOODS ESTATES OF BAXTER | LOT 9, BLOCK 6. | 0.46 | City of Baxter | 40010562 | $ 30,790.14 | Nice Level Lot, Zoned R-1 / 25% price reduction |
| 46-13 | NORTH WOODS ESTATES OF BAXTER | LOT 8, BLOCK 6. | 0.55 | City of Baxter | 40010563 | $ 28,540.14 | Nice level lot. Zoned R-1 / 25% price reduction |
| 45-13 | NORTH WOODS ESTATES OF BAXTER | LOT 3, BLOCK 6. | 0.51 | City of Baxter | 40010568 | $ 30,415.14 | Nice level lot. Zoned R-1 / 25% price reduction |
| 43-13 | NORTH WOODS ESTATES OF BAXTER | LOT 16, BLOCK 5. | 0.62 | City of Baxter | 40010577 | $ 35,215.14 | Nice level lot. Zoned R-1 / 25% price reduction |
| 42-13 | NORTH WOODS ESTATES OF BAXTER | LOT 15, BLOCK 5. | 0.39 | City of Baxter | 40010578 | $ 36,715.14 | Nice level lot. Zoned R-1./ 25% price reduction |
| 41-13 | NORTH WOODS ESTATES OF BAXTER | LOT 14, BLOCK 5. | 0.35 | City of Baxter | 40010579 | $ 37,165.14 | Nice level lot. Zoned R-1. / 25% price reduction |
| 40-13 | NORTH WOODS ESTATES OF BAXTER | LOT 13, BLOCK 5. | 0.34 | City of Baxter | 40010580 | $ 37,165.14 | Nice level lot. Zoned R-1. / 25% price reduction |
| 39-13 | NORTH WOODS ESTATES OF BAXTER | LOT 12, BLOCK 5. | 0.34 | City of Baxter | 40010581 | $ 37,165.14 | Nice level lot. Zoned R-1. / 25% price reduction |

This list is subject to change until the close of the auction.

Tax Forfeit Land Sale Tract List - Fall 2025
Crow Wing County, Minnesota

| Tract | Plat | Description | Approx. Acres | City/Township | Real Estate Parcel Code(s) | Starting Bid | Remarks |
|---|---|---|---|---|---|---|---|
| 38-13 | NORTH WOODS ESTATES OF BAXTER | LOT 11, BLOCK 5. | 0.41 | City of Baxter | 40010582 | $ 36,265.14 | Nice level lot. Zoned R-1. / 25% price reduction |
| 05-12 | NORTH WOODS ESTATES OF BAXTER | LOT 10, BLOCK 5 | 0.87 | City of Baxter | 40010583 | $ 40,540.15 | All high ground; Zoned R-1 25% price reduction |
| 37-13 | NORTH WOODS ESTATES OF BAXTER | LOT 9, BLOCK 5. | 1.18 | City of Baxter | 40010584 | $ 33,715.14 | Nice level lot; Zoned R-1 / 25% price reduction |
| 113-20 | WEST WHIPPLE SHORES | Lot 4, Block 2. | 1.13 | City of Baxter | 40030529 | $ 25,100.00 | 25% Savings to estimated market value. cit water and sewer available. |
| 86-14 | * | THE SOUTH 330 FEET OF THE WEST 660 FEET OF GOVERNMENT LOT 5 EXCEPT THE WEST 330 FEET THEREOF. Section 3, Township 133, Range 29 | 2.50 | City of Baxter | 40030614 | $ 79,889.50 | City water and sewer available / 25% price reduction |

# Special Assessment Search
**12/19/2025**

| | |
|---|---|
| **Requested by:** | Family One Homes Inc Greg Wersal |
| **Phone:** | 612-701-9623 |
| **Email:** | gregwersal@hotmail.com |

| | |
|---|---|
| **Parcel ID:** | A. 40030614 (Fka 020031305F00009)<br>B. 40030529 (Fka 032230020040009) |
| **Taxpayer:** | A. Tax Forfeited Crow Wing County Land Services<br>B. Tax Forfeited Crow Wing County Land Services |
| **Property Address:** | A. 40xx Cedar Scenic/14xxx Red Sequoia Drive<br>B. 145xx Red Sequoia Drive |
| **Legal Description:** | A. The S 330ft Of The W 660ft Of Gl 5 Sec 3 Ex The W 330ft Thereof.<br>B. Lot 4, Block 2 West Whipple Shores |
| **Zoning:** | R-1, Single Family Residential (both parcels) |
| **Special Assessment Search Fee:** | **$30.00** ($15.00 per parcel) |
| **Special Assessments Levied:** | **2007 Cedar Scenic Area Improvements**<br>Street and utility improvements were completed and assessed in 2007 for collection with the Crow Wing County (CWC) property taxes for both parcels. Both parcels are tax forfeited.<br>A. The outstanding special assessments on the parcel are $55,259.85. The parcel has two sets of utility curb stops and can be subdivided into two lots. **If paying off the special assessments, please contact the city to coordinate the $55,259.85 payoff of the assessments to the city.**<br>B. The outstanding special assessments on the parcel are $27,629.93. The parcel has two sets of utility curb stops and can be subdivided into two lots. **If paying off the special assessments, please contact the city to coordinate the $27,629.93 payoff of the assessments to the city.** |
| **Special Assessments Pending:** | There are currently no pending special assessments on these parcels. |
| **Delinquent Utility Bills:** | These parcels are currently undeveloped but have city water and sewer service available at the curb stops. The parcels are required to connect to city water & sewer when developed. Please contact the city for information regarding developing the parcels and connecting to city services. |
| **Other:** | These parcels are tax forfeited. Please contact CWC Land Services (218.824.1010) for an updated payoff of property taxes with any related penalties, interest, and fees due. |

**From:** Greg Wersal <gregwersal@hotmail.com>
**Sent:** Tuesday, December 16, 2025 4:33 PM
**To:** Utility Billing <ub@baxtermn.gov>
**Cc:** j k <jkornovich@hotmail.com>
**Subject:** Assessment search
I need an assessment search of any and all assessments owed, including, but not limited to, levied, pending, or deferred assessments, against the following properties (all located within the City of Baxter). All the property listed is tax forfeiture property.
1. PIN 40030614 — approx 2.5 acres located at the intersection of Cedar Scenic Rd and Red Sequia Dr. — Legally described as the south 330 feet of the west 660 feet of Gov Lot 5 except the west 330. ft thereof.
2. PIN 40030529 — approx 1.13 acres located on Red Sequia Dr and legally described as Lot 4 Block 2, West Whipple Shores
Please contact me when this information is available.
Greg Wersal 612-701-9623
Family One Homes Inc
gregwersal@hotmail.com

# Special Assessment Search
**12/19/2025**

| | |
|---|---|
| **Requested by:** | Family One Homes Inc Greg Wersal |
| **Phone:** | 612-701-9623 |
| **Email:** | gregwersal@hotmail.com |
| **Parcel ID:** | A. 40010579 (Fka 033210050140009)<br>B. 40010580 (Fka 033210050130009)<br>C. 40010581 (Fka 033210050120009)<br>D. 40010582 (Fka 033210050110009) |
| **Taxpayer:** | Tax Forfeited Crow Wing County Land Services (A-D) |
| **Property Address:** | 146xx Jewelwood Dr (A-D) |
| **Legal Description:** | A. Lot 14, Block 5 North Woods Estates Of Baxter<br>B. Lot 13, Block 5 North Woods Estates Of Baxter<br>C. Lot 12, Block 5 North Woods Estates Of Baxter<br>D. Lot 11, Block 5 North Woods Estates Of Baxter |
| **Zoning:** | R-1, Single Family Residential |
| **Special Assessment Search Fee:** | $60.00 ($15.00 per parcel) |
| **Special Assessments Levied:** | **2005 Northwoods Improvements**<br>Street and utility improvements were completed and assessed in 2005 for collection with the Crow Wing County (CWC) property taxes for all four parcels. All parcels are tax forfeited.<br>A. The outstanding special assessments on the parcel are $18,640.15. **If paying off the special assessments, please contact the city to coordinate the $18,640.15 payoff of the assessments to the city.**<br>B. The outstanding special assessments on the parcel are $18,640.15. **If paying off the special assessments, please contact the city to coordinate the $18,640.15 payoff of the assessments to the city.**<br>C. The outstanding special assessments on the parcel are $18,640.15. **If paying off the special assessments, please contact the city to coordinate the $18,640.15 payoff of the assessments to the city.**<br>D. The outstanding special assessments on the parcel are $18,640.15. **If paying off the special assessments, please contact the city to coordinate the $18,640.15 payoff of the assessments to the city.**<br>**Total for all four lots: $74,560.60** |
| **Special Assessments Pending:** | There are currently no pending special assessments on these parcels. |
| **Delinquent Utility Bills:** | These parcels are currently undeveloped but have city water and sewer service available at the curb stop. The parcels are required to connect to city water & sewer when developed. Please contact the city for information regarding developing the parcel and connecting to city services. |
| **Other:** | The parcels are tax forfeited. Please contact CWC Land Services (218.824.1010) for a payoff of property taxes with any related penalties, interest, and fees due. |

**From:** Greg Wersal <gregwersal@hotmail.com>
**Sent:** Tuesday, December 16, 2025 4:33 PM
**To:** Utility Billing <ub@baxtermn.gov>
**Cc:** j k <jkornovich@hotmail.com>
**Subject:** Assessment search

I need an assessment search of any and all assessments owed, including, but not limited to, levied, pending, or deferred assessments, against the following properties (all located within the City of Baxter). All the property listed is tax forfeiture property.

3. PIN 40010579 — Approx .35 acres located on Jewelwood Dr legally described as Lot 14, Block 5, North Woods Estates of Baxter

4.PIN 40010580 Approx .34 acres located on Jewelwood Dr legally described as Lot 13, Block 5, North Woods estates of Baxter

5. PIN 40010581 approx .34 acres located on Jewelwood Dr and legally described as Lot 12, Block 5, North woods estates of Baxter

6. PIN 40010582 — approx .41 acres located on Jewelwood Dr and legally described as lot 11, Block 5, North Woods Estates of Baxter

Please contact me when this information is available.
Greg Wersal 612-701-9623
Family One Homes Inc
gregwersal@hotmail.com




These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

40030614

Date: 2/3/2026 Time: 12:52 PM

CROW WING COUNTY MINNESOTA




These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

40010579, 40010580, 40010581, 40010582

Date: 2/3/2026 Time: 1:02 PM

CROW WING COUNTY MINNESOTA

# REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, February 10, 2026

| | |
|---|---|
| Highway and Engineering | Timothy Bray |
| ORIGINATING DEPARTMENT | PRESENTER |

AGENDA ITEM: MnDOT Agreement No. 1061397 Bridge No. 18506 Replacement

PREVIOUS ACTION:

04/08/25 – Crow Wing County 2025-2029 Highway Improvement Plan adopted by the County Board.

11/25/25 – Resolution adopted to advertise for bids on Project SAP 018-631-007.

01/27/26 – Authorized entering into a contract for the replacement of Bridge No. 18506.

COMMENTS:

Bridge No. 18506 on CSAH 31 over the Rabbit Lake Narrows has been scheduled for replacement with Bridge No. 18535 in 2026. A contract with the low bidder has been authorized to be entered into. This agreement will provide $552,430.50 of state bridge funds to be put towards the project.

RECOMMENDED BOARD ACTION:

Adopt a resolution to enter into an agreement with the Commissioner of Transportation to receive state bridge funding.

Approximate length of presentation:

# LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)

# GRANT AGREEMENT

**This Agreement** between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2025, 1st Special Session, Chapter 15- H.F. 18. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Crow Wing County
16589 CR 142
Brainerd, MN 56401
Contact: Robert Hall

2. Project(s):

| Name of Project & Project Number (See Exhibit C for location) | Amount of LBRP Funds | Amount of Required Matching Funds | Completion Date |
|---|---|---|---|
| SAP 018-631-007 | $552,430.50 | $1,140,419.40 | December 31, 2029 |
| | | | |

3. Total Amount of LBRP Grant for all projects under this Agreement: $552,430.50.

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

| | |
|---|---|
| Exhibit A | Completed Sources and Uses of Funds Schedule |
| Exhibit B | Project Schedule, Workforce Certificate, and Equal Pay Certificate |
| Exhibit C | Bond Financed Property Certification |
| Exhibit D | Grant Application |
| Exhibit E | Grantee Resolution Approving Grant Agreement |
| Exhibit F | General Terms and Conditions |

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*

**PUBLIC ENTITY (GRANTEE)**
*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: _____

Title: Crow Wing County Engineer _____

Date: _____

**DEPARTMENT OF TRANSPORTATION**
*Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05*

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION**
**CONTRACT MANAGEMENT**

By: _____

Date: _____

# EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

| SOURCES OF FUNDS | | | USES OF FUNDS | |
|---|---|---|---|---|
| **Entity Supplying Funds** | **Amount** | | **Expenses** | **Amount** |
| | | | | |
| **State Funds:** | | | **Items Paid for with LBRP** | |
| 2025 LBRP Grant (SAAS Acct 434) | $552,430.50 | | **Grant Funds:** | |
| | | | Bridge Construction | $552,430.50 |
| Other: | | | | |
| | | | | |
| | | | | |
| | | | | |
| Subtotal | $552,430.50 | | Subtotal | $552,430.50 |
| | | | | |
| **Public Entity Funds:** | | | **Items paid for with Non-** | |
| Matching Funds | | | **LBRP Grant Funds:** | |
| Local Match | $1,140,419.40 | | Bridge Construction | $1,140,419.40 |
| | | | | |
| Other: | | | | |
| | | | | |
| | | | | |
| | | | | |
| Subtotal | $1,140,419.40 | | Subtotal | $1,140,419.40 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **TOTAL FUNDS** | $1,692,849.90 | = | **TOTAL PROJECT COSTS** | $1,692,849.90 |

**EXHIBIT B**

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date: January 27, 2026
Construction Start Date: March 1, 2026
Construction Substantial Complete Date: October 31, 2026
Contract Final Completion Date: December 31, 2029

DEPARTMENT OF HUMAN RIGHTS

# WORKFORCE
# CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **REDSTONE CONSTRUCTION LLC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **12/14/2022**

Certificate expiration date: **12/13/2026**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**



Rebecca Lucero, Commissioner

DEPARTMENT OF HUMAN RIGHTS

# EQUAL PAY
# CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **REDSTONE CONSTRUCTION LLC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **August 3, 2022**

Certificate expiration date: **August 2, 2026**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**



Rebecca Lucero, Commissioner

# EXHIBIT C

## BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of **Crow Wing**, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20___; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

_____
Crow Wing County, a political subdivision
of the State of Minnesota

By: _____
Name: Timothy Bray
Title: Crow Wing County Engineer

**Attachment 1 to Exhibit C**

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

The Right-Of-Way as shown on the following plan drawing has been acquired through permanent easement.

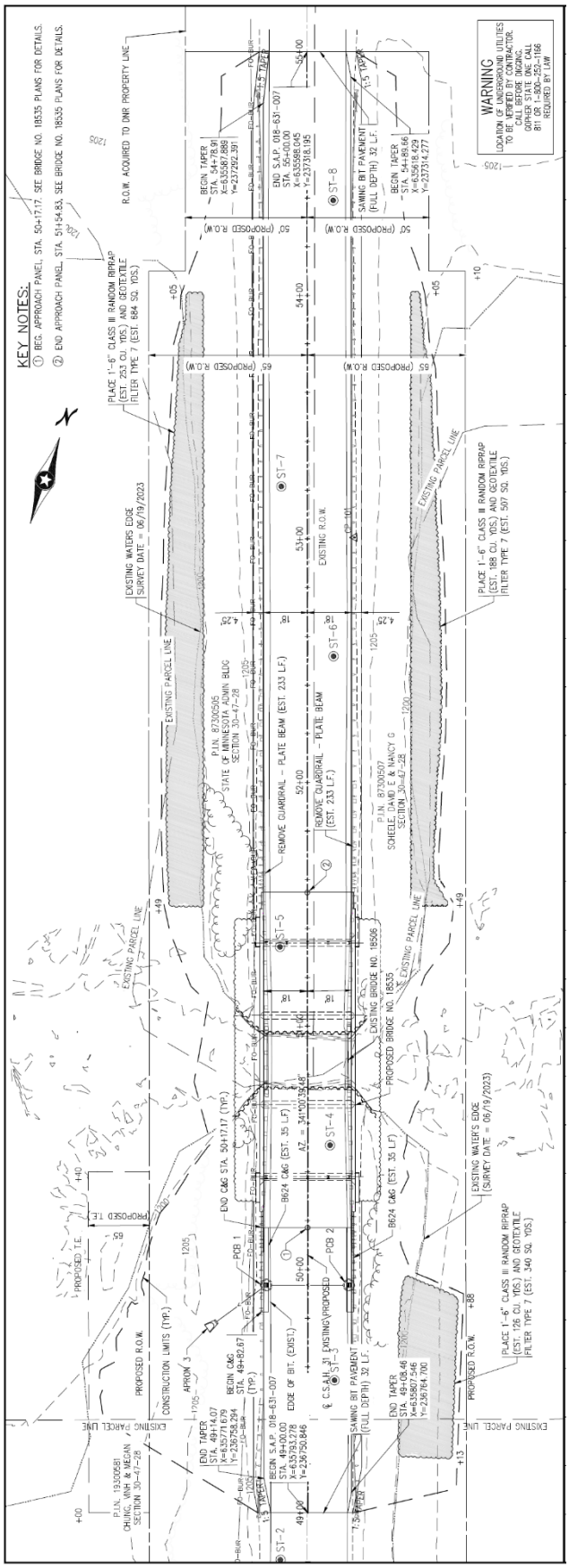

KEY NOTES:
① BEG. APPROACH PANEL, STA. 50+17.17. SEE BRIDGE NO. 18535 PLANS FOR DETAILS.
② END APPROACH PANEL, STA. 51+54.83. SEE BRIDGE NO. 18535 PLANS FOR DETAILS.
WARNING
LOCATION OF UNDERGROUND UTILITIES TO BE VERIFIED BY CONTRACTOR. CALL GOPHER STATE ONE CALL 811 OR 1-800-252-1166 REQUIRED BY LAW
EXISTING WATERS EDGE SURVEY DATE = 06/19/2023
EXISTING PARCEL LINE
PROPOSED R.O.W.
EXISTING R.O.W.
PROPOSED T.E.
EXISTING BRIDGE NO. 18506
PROPOSED BRIDGE NO. 18535
REMOVE GUARDRAIL - PLATE BEAM (EST. 233 L.F.)
REMOVE GUARDRAIL - PLATE BEAM (EST. 233 L.F.)
SAWING BIT PAVEMENT (FULL DEPTH) 32 L.F.
PLACE 1'-6" CLASS III RANDOM RIPRAP (EST. 253 CU. YDS.) AND GEOTEXTILE FILTER TYPE 7 (EST. 884 SQ. YDS.)
PLACE 1'-6" CLASS III RANDOM RIPRAP (EST. 168 CU. YDS.) AND GEOTEXTILE FILTER TYPE 7 (EST. 507 SQ. YDS.)
PLACE 1'-6" CLASS III RANDOM RIPRAP (EST. 126 CU. YDS.) AND GEOTEXTILE FILTER TYPE 7 (EST. 340 SQ. YDS.)
P.I.N. 87300505 STATE OF MINNESOTA ADMIN BLDG SECTION 30-47-28
P.I.N. 87300507 SCHEELE, DAVID E. & NANCY G SECTION 30-47-28
P.I.N. 193005B1 CHUNG, VINH & MEIAN SECTION 30-47-28
R.O.W. ACQUIRED TO DNR PROPERTY LINE
BEGIN TAPER STA. 54+78.91 X=635987.889 Y=237292.391
END S.A.P. 018-631-007 STA. 55+00.00 X=635968.045 Y=237318.195
BEGIN TAPER STA. 54+85.66 X=635918.429 Y=237314.277
END TAPER STA. 49+14.07 X=635771.679 Y=236758.294
BEGIN S.A.P. 018-631-007 STA. 49+00.00 X=635752.228 Y=236750.846
BEGIN C&G STA. 49+82.67 (TYP.)
END TAPER STA. 49+08.46 X=635807.546 Y=236764.700
END C&G STA. 50+17.17 (TYP.)
8624 C&G (EST. 35 L.F.)
8624 C&G (EST. 35 L.F.)
AZ = 341°00'38.48"
6 C.S.A.H. 31 EXISTING/PROPOSED
EDGE OF BIT. (EXIST.)
CONSTRUCTION LIMITS (TYP.)
APPROX 3
ST-1
ST-2
ST-3
ST-4
ST-5
ST-6
ST-7
ST-8
PCB 1
PCB 2
50' (PROPOSED R.O.W)
65' (PROPOSED R.O.W)

**EXHIBIT D**

GRANT APPLICATION

Attach the grant application for the project

MnDOT 30809(6/2020)

DEPARTMENT OF TRANSPORTATION

# APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

## Identification

| | | | |
|---|---|---|---|
| Project Number | SAP 018-631-007 | Old Bridge Number | 18506 |
| New Bridge No. | 18535 | Over | RABBIT LAKE NARROWS |
| County of | CROW WING | Road or Street No. | CSAH 31 |
| Township of | RABBIT LAKE | Road or Street Name | |
| Municipality of | CUYUNA | Proposed Const Year | 2026 |

Does the municipality have a population of 5,000 or less? ■ Yes ☐ No

## Eligibility

Local Bridge Planning Index (LPI) 53

NBI Appraisal Ratings: Deck Geometry 5 Approach Roadway 8 Waterway Adequacy 8

Date of Council/Board action prioritizing this bridge 2014

Is this a road-in-lieu of bridge project? ☐ Yes ■ No

## Prioritization

How many people are affected by this deficiency? 1400 TO 1500 What is the ADT on this bridge? 1480

Describe the economic importance of replacing this bridge.

THIS CROSSING IS LOCATED ON A MINOR COLLECTOR. IT SERVES THE LOCAL RESIDENTS ALONG WITH PEOPLE TRAVELING TO RABBIT LAKE FOR RECREATION. REPLACEMENT WILL PROVIDE A SAFER CROSSING AS THE ADT IS EXPECTED TO INCREASE IN THE FUTURE.

Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ■ No

(Attach additional sheets for explanation if necessary)

Is the township net tax capacity less than $300,000? ☐ Yes ■ No

Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ■ No

National Register of Historic Places link here: http://www.nps.gov/history/nr/research/

## Cost Estimate

| | Eligible Amount | Ineligible Amount |
|---|---|---|
| Structure Costs | $1,044,429.00 | $175,000.00 |
| Approach Costs | $137,000.00 | $629,533.00 |
| Engineering Costs | $ | $401,745.30 |
| Total Costs | $1,181,429.00 | $1,206,278.30 |
| Total Project Cost | $ 2,387,707.30 | |

Robert Hall
County/City Engineer
For

5/5/25
Date

## DSAE

DISTRICT STATE AID ENGINEER RECOMMENDATION

Replace X Defer _____

District State Aid Engineer Signature Date

## Approval

STATE AID USE ONLY

| | |
|---|---|
| Federal-Aid | $ |
| State-Aid | $ |
| Local/Other | $ |
| Town Bridge | $ |
| Unallocated Town Bridge | $ |
| State Bridge Funds | $ |
| Total | $ |

**EXHIBIT E**

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

**AGREEMENT TO STATE TRANSPORTATION FUND**
**LOCAL BRIDGE REPLACEMENT PROGRAM**
**GRANT TERMS AND CONDITIONS**
**PROJECT NO. S.A.P. 018-631-007**

WHEREAS, existing Bridge No. 18506 on County State Aid Highway (CSAH) 31 over the Rabbit Lake Narrows has been identified for replacement with Bridge No. 18535 in 2026, and

WHEREAS, Crow Wing County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 18535, and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available, and

WHEREAS, the amount of the grant has been determined to be $552,430.50 by reason of the lowest responsible bid.

THEREFORE, BE IT RESOLVED, that Crow Wing County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The Crow Wing County Engineer or their designated representative is authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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***STATE OF MINNESOTA )***
***COUNTY OF CROW WING)*** *ss*

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this < > day of < > 2026.

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

# EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR
LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

## Article I
## DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LBRP Grant" - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LBRP" - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LBRP Grant" - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

"Public Entity" - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

## Article II
## GRANT

Section 2.01 G**rant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public **Ownership,** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city

street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public **Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.

B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification **of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LBRP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT' s obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess **Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

## Article III
## COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property**. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

## Article IV
## DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is

expressed by way of the following two formulas:

Formula #1:
Cumulative Advances $\leq$ (Program Grant) × (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:
Cumulative Advances $\leq$ (Program Grant) × (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.

B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## Article V
## MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the

condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the

provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at:
Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at:
Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks**. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

## BOARD OF COUNTY COMMISSIONERS
## Crow Wing County, Minnesota

**DATE:** **Resolution:**
**OFFERED BY COMMISSIONERS: and**
**AYES: NAYS:**

**AGREEMENT TO STATE TRANSPORTATION FUND LOCAL BRIDGE REPLACEMENT PROGRAM**
**GRANT TERMS AND CONDITIONS PROJECT NO. S.A.P. 018-631-007**

WHEREAS, existing Bridge No. 18506 on County State Aid Highway (CSAH) 31 over the Rabbit Lake Narrows has been identified for replacement with Bridge No. 18535 in 2026, and

WHEREAS, Crow Wing County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 18535, and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available, and

WHEREAS, the amount of the grant has been determined to be $552,430.50 by reason of the lowest responsible bid.

THEREFORE, BE IT RESOLVED, that Crow Wing County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The Crow Wing County Engineer or their designated representative is authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

***STATE OF MINNESOTA )***
***COUNTY OF CROW WING)*** *ss*

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.
Witness my hand and seal this <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

# REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, February 10, 2026

| | |
|---|---|
| Admin Services | Jory Danielson |
| ORIGINATING DEPARTMENT | PRESENTER |

AGENDA ITEM: Public Hearing - Amend 2026 Crow Wing County Fee Schedule

PREVIOUS ACTION:
01/27/26 - Passed Resolution 2026-8 to set the Public Hearing

COMMENTS:

RECOMMENDED BOARD ACTION:
Accept public comment regarding a request to amend the 2026 CWC Fee Schedule to consider adding a registration fee for cannabis and low potency hemp related businesses

Approximate length of presentation:

# REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, February 10, 2026

Admin Services — ORIGINATING DEPARTMENT

Jory Danielson — PRESENTER

AGENDA ITEM: Resolution Amending The 2026 Crow Wing County Fee Schedule; Adding a Registration Fee for Cannabis Microbusiness, Cannabis Mezzobusiness, Cannabis Retailer, Medical Cannabis Combination Business, Or Lower-Potency Hemp

PREVIOUS ACTION:
01/27/26 - Approved holding a public hearing on Tuesday, February 10th, 2026 at 9:05 AM.

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve Resolution (attached): Amend the 2026 Crow Wing County Fee Schedule to include a registration fee for cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, and lower-potency hemp, and authorize the Administrative Services Director to review registration applications and collect the registration fees.

Approximate length of presentation:

**BOARD OF COUNTY COMMISSIONERS**
**Crow Wing County, Minnesota**

**DATE: 2/10/2026** **Resolution:**
**OFFERED BY COMMISSIONERS: and**
**AYES: NAYS:**

## RESOLUTION FOR AMENDING THE 2026 CROW WING COUNTY FEE SCHEDULE; ADDING A REGISTRATION FEE FOR CANNABIS MICROBUSINESS, CANNABIS MEZZOBUSINESS, CANNABIS RETAILER, MEDICAL CANNABIS COMBINATION BUSINESS, OR LOWER-POTENCY HEMP

WHEREAS, Minnesota Statute 342.22, subd.2 allows a local unit of government to impose an initial retail registration fee and may also impose a renewal retail registration fee, sufficient to defray the costs incurred by it in reviewing, investigating, and administering an application, and;

WHEREAS, a change to the 2026 fee schedule required a public hearing, preceded by a 10-day published notice per Minnesota Statute 462.353, and;

WHEREAS, Crow Wing County Board of Commissioners approves the addition of up to a $500 registration fee for each initial registration and up to a $1000 annual renewal fee for each registration renewal, and;

WHEREAS, the Crow Wing County Board of Commissioners authorize the Administrative Services Director to review and approve or deny registration applications and collect the registration fees, to be applied to the General Fund, from applicants who meet the requirements of Minnesota Statute 342.22, and;

WHEREAS, a public hearing was held at 9:05 a.m. on Tuesday, February 10, 2026, and the Crow Wing County Board of Commissioners solicited testimony from the public, to decide if the 2026 Crow Wing County Fee Schedule shall be amended to include a registration fee for cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, and lower-potency hemp.

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners approve amending the 2026 Crow Wing County Fee Schedule on Tuesday, February 10, 2026, to include a registration fee for cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, and lower-potency hemp, and authorize the Administrative Services Director to review registration applications and collect the registration fees.

---

***STATE OF MINNESOTA )***
***COUNTY OF CROW WING)*** *ss*

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

# REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, February 10, 2026

| Human Resources | Amy Fischer |
| --- | --- |
| ORIGINATING DEPARTMENT | PRESENTER |

AGENDA ITEM: Labor Agreement - Teamsters General Local Union No. 346, Corrections and Dispatch Supervisory Unit

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To authorize entering in a Labor Agreement between Crow Wing County and Teamsters General Local Union No. 346, Corrections and Dispatch Supervisory Unit effective January 1, 2026 through December 31, 2028 and the Chair, Human Resources Manager, and County Administrator are authorized to sign said agreement.

Approximate length of presentation:

SUMMARY OF COUNTY BOARD
CORRESPONDENCE FOR MEETING OF
FEBRUARY 10, 2026

1. Federal Energy Regulatory Commission – Emergency Action Plan Update and Status Report
2. CWC Housing Trust Fund Annual Report
3. Letter Re: 284(g) Agreements with ICE – Jane and Bill Brekken
4. Constitutional Postcard – Cindy Moore
5. Constitutional Postcard – Meghan, no last name given

**FEDERAL ENERGY REGULATORY COMMISSION**
**Office of Energy Projects**
**Division of Dam Safety and Inspections - Chicago Regional Office**

In reply refer to: P-2533

January 15, 2026

VIA Electronic Mail

Mr. Trent Hawkinson
Superintendent
Brainerd Public Utilities
THawkinson@bpu.org

Re: - Emergency Action Plan (EAP) Updates and Status Report
- Extension of Time (EOT) to submit the Plan and Schedule for Stabilization of Right Embankment Shoreline
- 2025 Owner's Dam Safety Inspection Form

Dear Mr. Hawkinson:

On October 31, 2025, you submitted an Extension of Time (EOT) request to submit the Plan and Schedule for the P-2533 Brainard Development. You also submitted the Owner's Inspection Form and the Annual Updates and Status Report Emergency Action Plan (EAP) on December 19, 2025.

Your October 31, 2025, transmittal letter requested an Extension of Time (EOT) to develop a plan and schedule for stabilizing the right embankment shoreline upstream from the sheetpile tie-back section. The letter indicated additional time is needed to perform geotechnical analyses for erosion and slope mitigation as well as project design. Your request for an EOT of **October 31, 2026** is justified and granted; however, no additional extension of time will be granted.

The City of Brainerd submitted a December 19, 2025 Owner's Inspection Form for the Brainerd Hydroelectric Project (P-2533). The inspection indicated that all safety features for the Brainerd Hydroelectric Project are in good working order. The requirement for the annual submittal of the Owner's Inspection Form is no longer required with our resumption of our inspections. You should make this inspection report a part of your Dam Safety Surveillance and Monitoring Report (DSSMR) due **April 1, 2026**.

Lastly, you submitted the Emergency Action Plan (EAP) Updates and Status Report on December 19, 2025. Based on our review, your submittal satisfactorily fulfills the requirements of 18 C.F.R., Part 12, Subpart C, §12.24, 12.25(b) and Chapter VI of the

CROW WING COUNTY
JAN 26 2026
ADMIN OFFICE

Commission's Guidelines. The next annual Emergency Action Plan Status Report is due by **December 31, 2026**.

File your submittal using the Commission's eFiling system at https://www.ferc.gov/ferc-online/overview. When eFiling, select Hydro: Dam Safety and Chicago Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

Please contact Mr. Scott Ureel, Ph.D. at (312) 596-4434 (scott.ureel@ferc.gov) or me at (312) 596-4448 if you have any questions.

Sincerely,

ERIC GROSS

Digitally signed by ERIC GROSS
Date: 2026.01.15 14:49:26 -06'00'

Eric Gross, P.E.
Acting Regional Engineer

CROW WING COUNTY MINNESOTA

Housing & Redevelopment Authority

CROW WING COUNTY
JAN 30 2026
ADMIN OFFICE

January 30th, 2026

Deborah Erickson, Crow Wing County Administrator
Historic Court House
326 Laurel Street
Brainerd, MN 56401

Re: Crow Wing County Housing Trust Fund Annual Report

Dear Ms. Erickson,

Per the Ordinance Establishing a Housing Trust Fund in Crow Wing County (Ordinance No. 2001), adopted by the Board of Crow Wing County Commissioners, "The HRA shall within thirty (30) days following the close of each fiscal year prepare and submit an annual report to the County on the activities undertaken with funds from the Trust Fund." Following is a summary of the Crow Wing County HRA's work with the housing trust fund in 2025.

**Program Marketing and Outreach** —Our team continued engaging with strategic partners, local governments, and community groups throughout 2025 to raise awareness about the availability and value of our programs. The local housing trust fund remains an important resource for both developers and the broader community, helping ensure that safe, sanitary housing units are created and preserved across the County. Staff regularly attended City Council and EDA meetings, along with other targeted gatherings, to support ongoing efforts to address the community's housing needs.

**Trust Fund Loans and Impact** – In 2025, our programs continued to attract interest, and we received ongoing applications for both rehabilitation and development loans. Staff closed four owner-occupied rehabilitation loans totaling $83,391, benefiting homes in Breezy Point, Brainerd, Crosby, and Fort Ripley. These projects addressed safety hazards and helped preserve the long-term viability of local housing. The board has expressed interest in expanding rehabilitation loan activity in 2026, and this will remain a priority for staff.
In addition, in 2025 we closed a new development loan providing $382,000 in gap financing for a 12-unit affordable housing project in Northwest Brainerd. We also received a $21,216 payoff from an earlier rehabilitation loan, making those funds available for reinvestment in future projects.

324 East River Road | Brainerd, MN 56401 | 218.828.3705 ph. | 218.828.8817 fax

**Statewide Affordable Housing Aid**
In 2023, the Legislature established a new program to provide every county in the state with affordable housing aid. This Statewide Affordable Housing Aid (SAHA) is distributed to counties in predetermined amounts, with the largest allocations expected in 2023 and 2024. Crow Wing County has directed these funds to the Housing Trust Fund to support HRA initiatives that meet the State's program requirements. This aid supplements the local levy contribution and enables the HRA to assist additional residents. 2025 marked the first year of statewide reporting for SAHA, and staff collaborated with County finance personnel to ensure all compliance requirements were met. The development loan issued in 2025 qualified for the use of SAHA funds.

Staff also secured a $150,000 grant from MN Housing through its Local Housing Trust Fund Matching Grant Program. These funds will be available for use in 2026 and reflect the County's previous investments and support for the housing trust fund since its inception.

The HRA board also rescinded a previously approved loan for a proposed redevelopment project in downtown Brainerd. Because the project did not have an estimated start date, the board determined that the funds could be better allocated to projects that were further along in their planning or new applicants that are ready to move forward. As a result, approximately $850,000 will be available for use in 2026. We are excited to reopen funding opportunities for our down payment assistance program and to continue advancing our queue of rehabilitation and development/redevelopment loans.

Thank you again for your continued support of the Crow Wing County HRA as we invest these funds back into the community to make a positive impact in housing.

Sincerely,

Eric Charpentier
Executive Director

To: Crow Wing County Sheriff &
Commissioners
RE: 287(g) Agreements with ICE
FROM: Jane & Bill Brekken, Crow Wing County
Constituents
DATE: January 26, 2025

We are residents of Crow Wing County, and we are writing to demand immediate action to protect our community from Immigration and Customs Enforcement (ICE).
ICE agents have killed U.S. citizens, including Renee Good and Alex Pretti. Continued cooperation with this agency is unacceptable. As an elected official, you have the authority to refuse participation in federal enforcement actions that endanger residents and undermine public safety.
We request that you take immediate steps to:

- Refuse all cooperation with ICE and CBP
- Revoke any 287(g) agreements and prohibit future participation
- End all joint operations, task forces, and data sharing with ICE or DHS
- Deny ICE access to state, city, county facilities, personnel, and resources
- Declare schools, hospitals, courthouses, and public services ICE-free zones and prohibit ICE activity in those spaces
- Require transparency and public notice for any ICE activity in this jurisdiction.

We would like to know what concrete actions you are taking to protect the people who live here.

Jane Brekken
Bill Brekken
Brainerd, Minnesota

CROW WING COUNTY
FEB 02 2026
ADMIN OFFICE

SAINT PAUL MN 550
28 JAN 2026 PM 7 L




Dear Representative,

In the words of the Father of our Constitution,
James Madison:

*"A standing military force, with an overgrown Executive,*
*will not long be safe companions to liberty."*
*(Federalist No. 41)*

We know you see this abuse of power.
The majority of Americans oppose it.
**REPRESENT US OR BE REPLACED!**

CIVIL COMMISSIONERS
326 Laurel St. Ste. 13
Brainerd MN 56401

CINDY MOORE

CROW WING COUNTY
FEB 02 2026
ADMIN OFFICE

56401-358599

Print FREE at SIGNSOFJUSTICE.COM/wethepeople

4

SAINT PAUL MN 550
28 JAN 2026 PM 5 L




Dear Representative,

In the words of the Father of our Constitution,
James Madison:

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*(Federalist No. 41)*

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The majority of Americans oppose it.
**REPRESENT US OR BE REPLACED!**

Crow Wing Co. Commissioner
326 Laurel St Ste 13
Brainerd MN 56401

Reflect on what a
Decent human being
would do - ICE OUT

Meghan

CROW WING COUNTY
FEB 0~ 2026
ADMIN OFFICE

401-

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5

# We The People

## OPPOSE UNCHECKED FEDERAL POLICE POWER



**NO Troops**
*in cities without state approval*



**NO ICE Raids**
*without a judicial warrant*



**Due Process**
*for ALL including non-citizens*

## The Constitution is CLEAR:

**Article VI & Amendments 4, 5, 14**

*United States v. Nixon (1974), Cooper v. Aaron (1958),Marbury v. Madison (1803), Boumediene v. Bush (2008), Yick Wo v. Hopkins (1886) reaffirmed Plyler v. Doe (1982)*


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